

## Sprint Exhibit 2

Sprint Communications Company L.P., Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners (“Sprint”)  
Sprint Issues-Language-Position Statements Provided to AT&T as of 03-10-2010, Edited in Light of Further Negotiations Through 04-29-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<p>Sprint’s issues, proposed language and position statements were provided to AT&amp;T pursuant to the parties’ Temporary Moratorium Period agreement, and supplement the materials that Sprint has already previously provided AT&amp;T regarding these matters. Except to the extent AT&amp;T proposed language is expressly incorporated into Sprint proposed language or identified as accepted in a Sprint position statement, Sprint does not agree to or accept any language as proposed by AT&amp;T. Where Sprint has provided more current proposed language to AT&amp;T or the parties have negotiated replacement language regarding a given issue as jointly documented by the parties, the more current/negotiated language is intended to tentatively supersede Sprint’s previously provided language regarding that issue, subject to final review and confirmation that such language is accurately incorporated into final Agreement documentation.</p> <p>As indicated in Sprint Position statement to Issue 1, the parties are engaged in ongoing negotiations. Therefore, neither AT&amp;T’s filed contract language/DPLs nor this Sprint Exhibit 2 reflects a completely accurate status of the issues, any competing language, or each Party’s position at this point. Further, on April 23, 2010, AT&amp;T filed its most recent, separate wireless and wireline arbitrations petitions in Louisiana, Mississippi and South Carolina. Sprint understands that, subject to the still open overall Issue 2 “1 vs. 2 contract issue” further described below, AT&amp;T intended to incorporate the results of the parties’ ongoing negotiations into such filings. There are, however, various inconsistencies throughout AT&amp;T’s most recent filings, even as between AT&amp;T’s own documents as to the same items.</p> <p>This Sprint Exhibit should be construed as Sprint’s good faith effort to depict those issues that are RESOLVED through April 29, 2010, subject to final confirmation and resolution of the overall Issue 2 “1 vs. 2 contract issue”, with the further understanding that issues / language may be shown as disputed in this Exhibit even though the scope of the disputed language may have been narrowed as the result of the ongoing negotiations. Ultimately, the same consolidated wireless/wireline DPL should be used in each state to reflect the actual remaining open disputed issues for arbitration after completion of negotiations; and, regardless of the 1 vs. 2 contract issue, resolved undisputed language needs to be documented in a manner that it is subjected to each Party’s review of a jointly prepared document for accuracy.</p> <p>Sprint reserves all of its rights to further negotiate and revise for submission to the Commission in a final joint issues matrix all issue statements, its proposed language and position statements.</p>						
	<b>Preliminary Issues</b>					
1.	<p>Have the parties had adequate time to engage in good faith negotiations?</p> <p>AT&amp;T’s DPLs do not acknowledge this issue.</p>	Entire Agreement			<p>No. As further described below, there was little in the way of substantive good faith pre-petition negotiations between the Parties prior to March 24, 2010.</p> <p>The Parties current Interconnection Agreement (ICA) is a combined Agreement between Sprint’s wireless and wireline entities and the AT&amp;T ILEC operating in the 9 southeastern legacy-BellSouth states. Prior litigation to extend the ICA for 3</p>	

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					<p>years resulted in a different ICA fixed-term expiration date in Kentucky as compared to the remaining 8 states. Sprint initiated negotiations June 22, 2009 for a new ICA in Kentucky and, between August 13 and September 16, 2009, made the same request as to the remaining 8 states. In each request, Sprint advised AT&amp;T of Sprint’s willingness to continue the existing ICA but, if AT&amp;T did not agree to do so, then pursuant to AT&amp;T Merger Commitment 3, the current ICA was the starting point for re-negotiations. AT&amp;T provided initial, but incomplete redline positions in September, 2009, which included separating the existing ICA into two new Agreements – one wireless specific and one CLEC-wireline specific.</p> <p>The Parties agreed on the state-specific statutory negotiation arbitration windows, and that AT&amp;T would be the petitioning party in each state. Sprint provided pre-Petition responses to AT&amp;T redlines to the extent possible under the circumstances but, given the sheer magnitude of AT&amp;T’s edits in two separately proposed new ICAs, Sprint’s efforts were essentially directed at providing responsive language and issue identification.</p>	

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					On February 12, 2010, AT&T initiated the first of the 9-State arbitrations by filing two separate, yet virtually identical petitions in Kentucky, one against Sprint CLEC and the other against the Sprint wireless entities. On March 9, 2010, Sprint filed its Joint Response and a Motion to Consolidate AT&T's separate Kentucky Petitions. In its March 29, 2010 Kentucky filed response to Sprint's Motion to Consolidate, AT&T acknowledged the need to resume negotiations with a view towards reducing the number of issues to be arbitrated. Such negotiations have continued through and including the filing of Sprint's Joint Response and Motion to Consolidate in these proceedings.	
2.	When can AT&T require Sprint Affiliated entities to have different provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?	Entire Agreement	Sprint language is generally presented as a combined ICA, but is capable of being segregated into two contracts with minor modification, if in fact two contracts are ultimately used. For example, the introductory paragraph:  THIS INTERCONNECTION AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T		Sprint does not generally oppose two separate contracts (i.e., one contract between the AT&T entities and the Sprint wireless entities and another contract between the AT&T entities and the Sprint wireline entity). However, absent Sprint's consent as the requesting carrier or FCC authorization, it is not appropriate for AT&T to impose different treatment on Sprint in two separate contracts based on the identity of/technology used by a given Sprint contracting	

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	Although AT&T previously had this issue in both its 1-23-09 draft wireless DPL as then-Issue 12, and its draft Wireline DPL dated 12-04-09 as then-Issue 1 (“Is it permissible to have separate interconnection agreements for wireline and wireless traffic?”), AT&T’s DPLs no longer acknowledge this issue.		Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (“AT&T” or “AT&T-9STATE”) and <b><i>[Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as “Sprint CLEC”), a Delaware limited partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and as agent for the entities identified as Affiliates on Attachment A (Sprint Spectrum, L.P., WirelessCo, L.P., SprintCom, Inc. and all entities identified as Affiliates on Attachment A are collectively referred to as “Sprint Spectrum”), Nextel South Corp., a Georgia corporation and Nextel West Corp., a Delaware corporation (collectively “Nextel”), and NPCR, Inc., a Delaware corporation d/b/a Nextel Partners (“Nextel Partners”) (Sprint Spectrum, Nextel and Nextel Partners are collectively referred to as</i></b>		entity.  Absent Sprint consent or specific FCC authorization (e.g., differing rules for terminating usage compensation pursuant to 47 C.F.R. §§ 20.11, 51.701; limitations imposed on the use of Unbundled Network Elements pursuant to 47 C.F.R. § 51.309(b)), it is not appropriate for AT&T to impose technology-based disparate treatment <b>or</b> administrative inefficiencies upon requesting carriers, much less based simply upon AT&T’s generalized claims of “network, operational and pricing differences.”  Where AT&T seeks different treatment in either a combined ICA, or two separate ICAs, regarding the same issue, but without Sprint’s consent, the burden is on AT&T to prove an FCC-authorized basis for any proposed differing treatment.  Generally, use of the term “Sprint” means the provision is applicable without regard to the wireless/wireline nature of the Sprint entities and, when such nature is relevant, Sprint’s intent has been to identify Sprint wireless or CLEC-specific provisions.  Sprint seeks the use of multi-	

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			<i>“Sprint PCS” or “Sprint wireless”) (Sprint CLEC and Sprint PCS are collectively referred to as “Sprint”]</i> (the Agreement”). This Agreement may refer to either AT&T or Sprint or both as a “Party” or “Parties”, and is made effective ten (10) days after Commission approval (“Effective Date”).		use/multi-jurisdictional trunking and, therefore, has attempted to craft language that recognizes compensation or other necessary distinctions as may be appropriate between wireless or wireline traffic. Therefore, if it is ultimately determined, by consent or Commission decision, that two separate ICAs will be used, the end result of Sprint’s approach is that the same language will appear in both ICAs. However, until multi-use, multi-jurisdiction may be implemented, only the Sprint wireless entities would utilize the wireless-specific language, and only the Sprint CLEC entity would utilize wireline-specific language.  Language in introductory paragraph is RESOLVED, but not the overall 1vs 2 contract issue which remains as to the entire Agreement.	
3.	Should defined terms not only be consistent with the law, but also consistently used throughout the entire Agreement?  AT&T DPLs do	Entire Agreement			Yes.  Ongoing negotiations continue to address this issue.	

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	not acknowledge this issue.					
	<b>General Terms &amp; Conditions Part A</b>					
4.	Sprint: What should be the Effective Date of the Agreement?  <i>See and cf.:</i> AT&T Wireless Issue 2; Wireline Issue 2a) and 2b).	GTC Part A, introductory paragraph  Section 2.1			RESOLVED.	
5.	How should Purpose and Scope be described?  <i>See and cf.:</i> AT&T Wireless Issue 1a) and 1b); Wireline Issue 1a) and 1b). AT&T is inconsistent in its acceptance/ rejection of Sprint proposed language.	GTC Part A, 5 <sup>th</sup> Whereas & Section 1;  <i>See also</i> Attachment 3 Section 2.1.	<p><b>1. <u>Purpose and Scope.</u></b></p> <p><b>1.1</b> This Agreement specifies the rights and obligations of the Parties with respect to the <b><i>implementation of their respective duties under the Act.</i></b></p> <p><b>1.2 <i>Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.</i></b></p> <p><b>1.3 <i>Interconnected VoIP Service. The FCC has yet to determine whether</i></b></p>		<p>Using appropriate terms, should appropriately describe the overall use, recognizing the breadth of Sprint's rights as a requesting carrier under Applicable Law.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p>Subject to resolution of the 1 vs. 2 contract issue and what appear to be a few minor edit errors, the parties have RESOLVED the “WHEREAS” recitals language. The AT&amp;T LA wireless DPL does, however, continues to show one “WHEREAS” statement as open within Sprint language, even though it has been closed.</p>	

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			<p><i>Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic.</i></p> <p><b>1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party Provider subscriber and either (i) terminates upon the AT&amp;T-9STATE network</b></p>		<p>The Scope and Purpose provisions remain open. Further, although AT&amp;T correctly depicts its wireless proposed contract section 1.1 language as disputed in both its wireless contract and DPL, it erroneously depicts its wireline version of such language (wireline section 1a.1 and 1a.2) in plain type, without any reference to it in wireline DPL to suggest it is accepted. Such language has not, however, been accepted by Sprint.</p>	

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			<p><i>or (ii) is transited by the AT&amp;T-9STATE network to a Third Party, and (b) as AT&amp;T-9STATE traffic when it originates upon AT&amp;T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&amp;T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement.</i></p> <p><b>1.5 Affiliates and Network Managers</b></p> <p><b>1.5.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireless or wireline network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter “Network Manager(s)”) for the construction and operation of a wireless or wireline system under a Sprint or Sprint Affiliate license or certification, as</b></p>			

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			<p><i>permitted by Applicable Law. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&amp;T-9STATE network or (ii) is transited by the AT&amp;T-9STATE network to a Third Party, and (b) as AT&amp;T-9STATE traffic when it originates upon AT&amp;T-9STATE's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&amp;T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To expedite timely payment, absent written notice to the contrary from Sprint, AT&amp;T-</i></p>			

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			<p><i>9STATE shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.</i></p> <p><i>1.5.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint's Affiliate and its Network Managers. Notwithstanding that AT&amp;T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall remain fully responsible under this Agreement for all services ordered by the</i></p>			

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			<p><b><i>Sprint Affiliate or Network Manager under this Agreement.</i></b></p> <p><b><i>1.5.3 Upon Sprint’s providing AT&amp;T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.</i></b></p>			
6.	<p>What should be the provisions for the term (duration) of the agreement, and the provisions for termination and renegotiation of the Agreement?</p> <p><i>See and cf.: AT&amp;T Wireless Issue 2; Wireline Issue 2a) and 2b).</i></p>	<p>GTC Part A, Section 2 (2)*</p> <p>*To the extent identifiable, non-parenthetical Section references in this column are to AT&amp;T’s proposed wireless language or corresponding sections, and the parenthetical</p>			RESOLVED	

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		references are to the corresponding or related language regarding same subject matter in AT&T's proposed wireline language.				
7.	When and where may it be appropriate to incorporate tariffs or other external materials by reference?  <i>See and cf.:</i> AT&T Wireless Issue 3; Wireline Issue 3.	GT&C Part A, Section 3 through 3.2 (2a.1, 2a.2, 2a.3), 17.7 (18.7) under “Modification of Agreement”.	<p><b>3. References:</b> References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.</p> <p>Sprint proposed conflict language that has been moved from Section 33 and 17 to this issue for consideration:</p> <p>33.3 Existing <b><i>AT&amp;T-9STATE</i></b> operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this Agreement. <b><i>In</i></b></p>		<p>Only AT&amp;T's proposed subsection “References” is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&amp;T's heading or text of its proposed “Referenced Documents”. It is inappropriate to include a general incorporation by reference provision that enables either party to alter material terms of Agreement via unilateral change to referenced material outside of agreement.</p> <p>If there are applicable matters outside the Agreement that warrant incorporation by reference then such matters should be specifically identified by ATT within the appropriate section(s) to which such matter may pertain. This language has not previously been necessary and Sprint does not agree there is a need for it now.</p>	

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			<p><i>the case of any conflict between AT&amp;T-9STATE procedures and the terms, conditions and intent of this Agreement, the parties will</i> negotiate any modifications to such procedures which may be required to support the terms, conditions and intent of this Agreement. In the event that there are existing operations manuals, <b>AT&amp;T-9STATE</b> informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and <b>AT&amp;T-9STATE</b> agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. <b>AT&amp;T-9STATE</b> will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis.</p> <p>Sprint’s language - originally found in section 17.7</p> <p>Nothing in this Agreement</p>		<p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p>The “References” section remains completely open; AT&amp;T, however, erroneously depicts some language in its contract and DPL documents as accepted even though no final resolution has been reached at this point.</p> <p>Language that would completely replace the language reflected herein is under consideration between the Parties.</p>	

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			<p>shall preclude Sprint from purchasing any services or <i>Facilities</i> under any applicable and effective AT&amp;T-9STATE tariff or subsequent service offering that results from detariffing/deregulation (collectively “tariffs/service offerings”) <b><i>to implement rights or obligations under this Agreement.</i></b> Each party hereby incorporates by reference those provisions of its tariffs/<b><i>service offerings</i></b> that govern the provision of any of the services or <i>Facilities</i> provided hereunder.</p> <p><b><i>References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned.</i></b></p> <p>In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/<b><i>service offering</i></b>, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/<b><i>service offering</i></b> cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>conflict shall be resolved as follows:</p> <p><b>17.7.1</b> Unless otherwise provided herein, if the service or <b>Facility</b> is ordered from the tariff/<b>service offering</b>, the terms and conditions of the tariff/<b>service offering</b> shall prevail.</p> <p><b>17.7.2</b> If the service is ordered <b>to implement rights or obligations under</b> this Agreement <b>[Sprint ok with strike here of “(other than resale)”]</b>, and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.</p> <p><b>17.7.3</b><i>If the service is ordered to implement rights or obligations under this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff/service offering and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.</i></p>			
8.	Sprint has requested clarification from AT&T:	GTC Part A, Section “Conflict in Provisions 3.3	Sprint included question / comment / edit in redline as well as any minor edits in redline that may also further		RESOLVED. Sprint believes substantive aspects of this issue have been addressed. If separate contracts required,	

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	See and cf.: AT&T Wireless Issue 6 BFR / Wireline Issue 7.	(2a.4), “Joint Work Product” 3.4 (2.a.5). See also “Modification of Agreement”, “Incorporation by Reference” 3.5 (2a.6), “Non-Voluntary Provisions” 3.6 (2a.7), “Bona Fide Request” 7 (7 – need to conform title),	resolution.		provisions are still to be exactly same, which would require clean-up to conform sections to one another (e.g. section 7 title / capitalization of Network Element and Interconnection in wireline and include 15.2 in any separate wireless contract)	
	AT&T Accepts Sprint’s language.	Section 3.7 (2a.8, 2a.8.1)	<b>3.7 State-Specific Rates, Terms and Conditions:</b>		RESOLVED.	
9.	What should be the “Notice of Changes – Section 251(c)(5)” provisions?  AT&T Wireless Issue 9; Wireline Issue 12.	GT&C Part A Section 29.5 (29.3)			RESOLVED.	
10.	What should be the	GT&C Part A, Section 4			RESOLVED.	

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	“Responsibilities of the Parties” provisions?	(2a.11).				
11.	What should be the “Insurance” provisions?  <i>See and cf.:</i> AT&T Wireless Issue 4; Wireline Issue 4	GT&C Part A; Section 5 (2b)	<p><b>6. Insurance</b></p> <p><b>6.1</b> At all times during the term of this Agreement, <b><i>each Party</i></b> shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:</p> <p><b>6.1.1</b> With respect to <b><i>each Party’s</i></b> performance under this Agreement, and in addition to <b><i>its</i></b> obligation to indemnify, <b><i>each Party</i></b> shall at its sole cost and expense:</p> <p><b>6.1.2</b> maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law:</p> <p><b>6.1.3</b> at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;</p> <p><b>6.1.4</b> with respect to any coverage maintained in a “claims-made” policy, for two</p>		<p>Sprint accepts the majority of AT&amp;T insurance provisions as proposed in its wireless language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g. the need to recognize the availability of proof of insurance via website rather than delivery of certificates of insurance.</p> <p>Sprint does not agree with AT&amp;T’s proposed, but otherwise unexplained different insurance provisions in wireless language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p>New proposed Insurance provisions as of May 7, 2010 are under consideration.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>(2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a “claims-made” policy is maintained, the retroactive date must precede the commencement of work under this Agreement;</p> <p><b>6.1.5</b> require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a “claims-made” policy, for two (2) years thereafter:</p> <p><b>6.1.6</b> procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of “A-” or better and a Financial Size Category of “VII” or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty</p>			

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			<p>Insurance Companies, except that, in the case of Workers’ Compensation insurance, <b>a Party</b> may procure insurance from the state fund of the state where work is to be performed; and</p> <p><b>6.1.7 upon request, deliver to or otherwise make available through web-access, to the requesting Party evidence</b> of insurance stating the types of insurance and policy limits. <b>A Party</b> shall provide or will endeavor to have the issuing insurance company provide at least <b>thirty</b> (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to <b>the other Party. A Party</b> shall <b>also provide such requested evidence or web access:</b></p> <p><b>6.1.7.1 prior to</b> commencement of any work <b>that requires insurance; and,</b></p> <p><b>6.1.7.3</b> for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.</p> <p><b>6.2 The Parties agree:</b></p>			

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			<p><b>6.2.1</b> the failure of <b>a Party</b> to demand <b>evidence of or web access to such evidence of insurance</b>, or failure of <b>a Party</b> to identify a deficiency will not be construed as a waiver of <b>the other Party's</b> obligation to maintain the insurance required under this Agreement;</p> <p><b>6.2.2</b> that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect <b>a Party</b>, nor be deemed as a limitation on <b>a Party's</b> liability to <b>the other Party</b> in this Agreement;</p> <p><b>6.2.3</b> <b>A Party may</b> meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and</p> <p><b>6.2.4</b> <b>the insuring Party</b> is responsible for any deductible or self-insured retention.</p> <p><b>6.3 The insurance coverage required by this Section includes</b></p> <p><b>6.3.1</b> Workers' Compensation insurance with benefits</p>			

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			<p>afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:</p> <p><b>6.3.1.1</b> \$500,000 for Bodily Injury – each accident; and</p> <p><b>6.3.1.2</b> \$500,000 for Bodily Injury by disease – policy limits; and</p> <p><b>6.3.1.3</b> \$500,000 for Bodily Injury by disease – each employee.</p> <p><b>6.3.1.4</b> To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of <b><i>the other Party</i></b>, its Affiliates, and their directors, officers and employees.</p> <p><b>6.3.2</b> In the states where Workers’ Compensation insurance is a monopolistic state-run system, <b><i>a Party</i></b> shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.</p> <p><b>6.3.3</b> Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 <b><i>[Sprint policy is not written on December</i></b></p>			

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			<p><b>2004 version of this form]</b> or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:</p> <p><b>6.3.3.1</b> \$2,000,000 General Aggregate limit; and</p> <p><b>6.3.3.2</b> \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and</p> <p><b>6.3.3.3</b> \$1,000,000 each occurrence limit for Personal Injury.</p> <p><b>6.3.4</b> The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. <b><i>Upon request,</i></b> each Party shall provide a copy <b><i>of or web access to</i></b> the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be “blanket” or “automatic”</p>			

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			<p>addressing any person or entity as required by contract. <b><i>Upon request, a copy of or web access to</i></b> the Additional Insured endorsement must be provided within sixty (60) days of <b><i>such request, and</i></b> include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.</p> <p><b>6.4</b> This Section is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.</p>			
12.	<p>What should be the “Ordering Procedures” provisions?</p> <p>AT&amp;T Wireless Issue 5 and Wireline Issue 6.</p>	GT&C Part A, Section 6.1 (4.1 & 4.2)			RESOLVED.	
13.	What should be the “Parity” provisions?	GTC Part A, Section 6.2 (5)			RESOLVED. If separate contracts required, provisions are still to be exactly same, which would require minor non-material clean-up.	

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14.	What should be the “Law Enforcement” provisions?	GT&C Part A, Section 8 (8),			RESOLVED.	
15.	What should be the “Liability and Indemnification” provisions?	GT&C Part A, Sections 9 (9)			RESOLVED.	
16.	What should be the “Treatment of Proprietary and Confidential Information” provisions?	GT&C Part A, Section 11 (11)			RESOLVED.	
17.	What should be the “Publicity” provisions?	GT&C Part A, Section 12 (12)			RESOLVED.	
18.	<p>Sprint: What should be the “Assignment” provisions?</p> <p>AT&amp;T has now somewhat separated the subjects of “Assignment” and “Corporate Name Change” into separate sections; appears to accept Sprint Assignment</p>	GT&C Part A, Section 13 (13)	<p><b>13. Assignment or Corporate Name Change</b></p> <p><b>13.1 / 13.2 – agreed.</b></p> <p>13.3 / 13.4 [Still open – Sprint does not accept at all; AT&amp;T language. Such language is also not consistent as to wireline/wireless, see e.g. 13.4.2 in each]</p>		<p>In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&amp;T language “from its current standard ... interconnection agreement [is] appropriate”? AT&amp;T’s “standard” generic language is irrelevant. Where AT&amp;T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint’s</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	<p>language (13.1 and 13.2), but still seeks to impose its “Corporate Name Change and/or Change in d/b/a only” (13.3).</p> <p><i>See and cf.:</i> AT&amp;T Wireless Issue 7 and Wireline Issue 8</p>				<p>consent. Absent such necessity or Sprint consent, changes premised simply on AT&amp;T’s desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable.</p> <p>Sprint does not accept any of subsection 13.3 or 13.4 and, therefore, does not agree to the Section title change.</p> <p>Regarding 13.3 and 13.4, there is no legitimate basis for AT&amp;T to attempt to charge Sprint for AT&amp;T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be attempt to impose internal, yet undisclosed, record-keeping process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth’s own merger with AT&amp;T, mergers and corporate changes occur, and internal record keeping changes are costs of doing business, rather than “costs” that may be shifted by one party to the other party that may experience a corporate name or company code change, and multiplying such “costs” by imposing them on an individual</p>	

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					“BAN” and/or circuit ID level.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
19.	What should be the general “Resolution of Disputes” provisions?	GT&C Part A, Section 14 (14)			RESOLVED. If separate contracts required, provisions are still to be exactly same, which would require minor clean-up due to wireless missing phrase “or the provision of service to the aggrieved Party’s customers,” (14.1.1).	
20.	Sprint: What should be the “Taxes” provisions?  AT&T wireline Issue 10; AT&T did not originally identify as a wireless issue.	GT&C Part A, Section 15 (15)	.		RESOLVED. If separate contracts required, provisions are still to be exactly same, which would require clean-up to include 15.2 in a separate wireless contract.	
21.	What should be the “Force Majeure” provisions?	GT&C Part A, second Section 16 (16)			RESOLVED.	
	AT&T Accepted Sprint’s Language  “Adoption of Agreements”	GT&C Part A, Section 17 (17)			RESOLVED.	
22.	What should be the “Modification	GT&C Part A, second			RESOLVED.	

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	of Agreement” provisions?  AT&T Wireless Issue 8 and Wireline Issue 11.	Section 18 (18)				
23.	What should be the “Governing Law” provisions?	GT&C Part A, Section 20 (20)			RESOLVED.	
24.	What should be the “Audit” provisions?	GT&C part A Section 21 (21)			RESOLVED.	
	“Remedies”	GT&C Part A, Section 22 (22)	<b>21. Remedies</b>		RESOLVED.	
25.	What should be the “Network Security” provisions?	GTC Part A, Section 23 (24)			RESOLVED. If separate contracts required, provisions are still to be exactly same, which would require minor non-material clean-up in a wireline section 24.1.5.	
	“Relationship of Parties” 24 (25) and “No Third Party Beneficiaries” 26 (26)	GT&C Part A, Section			RESOLVED. If separate contracts required, provisions are still to be exactly same, which would require minor non-material clean-up within the “Relationship of Parties” sections.	
26.	What should be the “Survival” provision?	GT&C Part A, Section 27 (27)			RESOLVED.	
27.	What should be the “Responsibility for	GT&C Part A, Section 28 (28)			RESOLVED. If separate contracts required, provisions are still to be exactly same. Whether separate contracts or not, minor	

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	Environmental Hazards” provisions?				clean-up required to consistently capitalize defined terms “Losses” and “Claim”, which are currently inconsistent in capitalization as between each AT&T document.	
28.	Sprint: What should be the “Notices” provisions?	Sprint: GT&C Part A, Section 29 (29)			RESOLVED. If separate contracts required, provisions are still to be exactly same. Whether separate contracts or not, clean-up still required.	
	“Rule of Construction”; “Headings of No Force or Effect”; “Multiple Counterparts”.	GT&C Part A, Section 30, 31, 32 (30, 31, 32)			RESOLVED.	
29.	Sprint What “Implementation of Agreement” provisions are appropriate?  AT&T Wireless Issue 10 and Wireline Issue 13.	Sprint: GT&C Part A, Section 33 (33)			RESOLVED. If separate contracts required, provisions are still to be exactly same. Whether separate contracts or not, clean-up still required.	
30.	What “Indivisibility” provisions are appropriate?  AT&T Wireless Issue 11 and Wireline Issue 14.	Sprint: GT&C Part A, Section 36 (37)			RESOLVED.	

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31.	What, if any, additional GTC Part A CLEC-specific terms are necessary?				<p>Absent FCC authorization (e.g., differing rules for terminating usage compensation pursuant to 47 C.F.R. §§ 20.11, 51.701; limitations imposed on the use of Unbundled Network Elements pursuant to 47 C.F.R. § 51.309(b)), it is not appropriate to impose technology-based disparate treatment <b>or</b> administrative inefficiencies upon requesting carriers, much less based simply upon AT&amp;T’s generalized claims of “network, operational and pricing differences.”</p> <p>The burden is on AT&amp;T to prove on an item-by-item basis that a given proposed technology-based disparate treatment/purported administrative inefficiency results in greater cost upon AT&amp;T to thereby warrant the proposed technology-based disparate treatment (i.e. separate technology-based provisions as to given Issues or Agreements).</p>	
	1. What, if any, wireline-specific “Affiliates” provision is appropriate?	GT&C Part A, (2a.9. intentionally deleted)			RESOLVED.	
	2. What, if any, wireline-specific	GT&C Part A, AT&T new,	Fraud.		The Parties have not needed a fraud provision in the past, nor	

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	<p>“Fraud” provision is appropriate?</p> <p><i>See and cf.:</i> AT&amp;T Wireline Issue 5 and its proposed contract Sec. 3a. AT&amp;T depicts Sprint's language as “accepted” in the DPL but does not carry that over to the AT&amp;T proposed contract.</p>	wireline-only Section 3a “End User Fraud”.	The Parties agree to reasonably cooperate with one another to investigate, minimize, and take corrective action in cases of suspected fraud. Any fraud minimization procedure implemented by a Party are to be cost-effective and implemented in a manner so as not to unduly burden or harm either Party.		<p>has there been any demonstrated need for such a provision now. Further, among other things, ATT language contains inappropriately overbroad disclaimer of liability assertion that is contrary to Section 9 limitation of liability provisions, undefined terms (e.g. “ABT”), imposition of obligations regarding obtaining end-user consents, and disclosure of end-user information that may simply be unenforceable. Without waiving its position, Sprint can agree to a general fraud co-operation provision as reflected, which is modification of AT&amp;T section 3a.2 language.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p><b>Tentatively RESOLVED, subject to further check by AT&amp;T.</b></p>	
	<b>3. White Pages Listings</b>	<b>GT&amp;C Part A, wireline-only Section 6.</b>			<b>RESOLVED.</b>	
	4. Is there any need for a new, duplicative, wireline-specific exclusion of Intellectual Property disputes	GT&C Part A, wireline-only draft Section 10.1.1 – deleted.			RESOLVED.	

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	from the general Resolution of Disputes process?					
	5. Is a “Referral Announcement” provision necessary?	GT&C Part A, wireline-only Section 13.7 – deleted.			RESOLVED.	
	6. Should there be a different wireline “Waivers” provision?	GT&C Part A, wireline Section 19 (19)			RESOLVED.	
	7. Is a “Disclaimer of Representations and Warranties” necessary?	GT&C Part A, wireline (21a)			RESOLVED – confirmed deleted.	
	8. “Branding”	GT&C Part A, wireline-specific (23)			RESOLVED.	
	9. “Revenue Protection”	GT&C Part A, wireline-specific Section 24.2			RESOLVED.	
	10. Should the “Filing of the Agreement” provision include filing with the FCC?	GT&C Part A, wireline-specific Section 34 (34).			RESOLVED.	
	11. Does the	GT&C Part A,			RESOLVED.	

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	“Entire Agreement” language need to be modified?	wireline-specific Section 35 (36).				
	12. Is the laundry list of AT&T boilerplate wireline proposed Sections 38 through 48.5 necessary? statement.  ATT wireline Issue 15; 16; 17; 18; 19; 20; 21; 22.	GT&C Part A, wireline (38 Compliance and Certification 39 & 40 moved to within wireline 25 Relationship of Parties [and also added as 24/25 wireless]; 42 End User Inquiries; 43 intentionally left blank; 44 Conflict of Interest [and also added as 37 wireless]; 45 intentionally left blank; 46 Authority [and added as 38 wireless]; 47 Intentionally left blank; 48 Changes in CLEC End Local			RESOLVED.	

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		Exchange Provider.				
	<b>General Terms &amp; Conditions Part B</b>					
32.	What individual “Definitions” are appropriate?	GTC Part B, and as used throughout Agreement				
			“ <b>911 Service</b> ” means a universal telephone number which gives the public direct access to the <b>PSAP</b> . Basic 911 <b>Service</b> collects 911 calls from one or more switches that serve a geographic area. The calls are then sent to the correct <b>PSAP</b> designated to receive such calls.		Believe Parties RESOLVED this definition, but does not believe that such resolution is depicted in either AT&T wireless or wireline documentation; and, even as between such AT&T documentation, AT&T itself is inconsistent. Sprint believes the parties initially agreed to delete the term on 4/7, then realized it continues to be used, and agreed to keep it on 4/20 as shown herein.	
			“ <b>Access Customer Name and Address (ACNA)</b> ”		RESOLVED.	
			“Access Service Request (ASR)”		RESOLVED; subject to reservation of rights re use within wireless.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact		“Access Tandem” means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and <i>the</i>		Sprint agrees to include a definition, but AT&T’s definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and “IXC Pops”, therefore, replaced same with Sprint	

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	same issue.		<i>switching systems operated by carriers other than the LEC that operates the LEC End Office network.</i>		language at end of definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“Accessible Letter(s)”		RESOLVED.	
			“ <b>Act</b> ” means the Communications Act of 1934, as amended and codified in 47 U.S.C. as applicable to CLEC and CMRS carriers, respectively..		Sprint’s definition is the definition of “Act” as stated in 47 C.F.R. § 51.5.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“ <b>Affiliate</b> ”		RESOLVED.	
			“Ancillary Services”  “ <b>Ancillary Services Connection</b> ”		RESOLVED (deleted).	
			“Answer Supervision”		RESOLVED.	
			“Applicable Law”		RESOLVED.	
			Sprint does not agree to include either of the term “As Defined in the Act” or “As Described in the Act”.		RESOLVED (deleted).	
			“AT&T Inc.” (AT&T)  “ <b>AT&amp;T-9 STATE</b> ”		RESOLVED.	
			Sprint does not consider either term “Audited Party” or “Auditing Party” to be necessary.		RESOLVED (deleted).	

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	See and cf: AT&T Wireless and Wireline DPLs and contracts. AT&T wireline appears to not want to use the term at all, whereas AT&T wireless definition is unduly restrictive.		“Authorized Services” means those services which a <i>Party</i> may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties’ <i>respective networks as provided herein</i> .		This is a key term used throughout the Agreement which needs to be mutually and generically applicable, allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law; and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“Automatic Location Identification/Date Management System (ALI/DMS)”		RESOLVED.	
			“Automatic Number Identification (ANI)”		RESOLVED.	
			“Bill Due Date” means thirty (30) calendar days from the invoice date if the invoice is received by the Billed Party within ten (10) days of the invoice date. For invoices not received within ten (10) days of the invoice date, the Bill Due Date will be extended by one day for each day after the 10 <sup>th</sup> day.		RESOLVED, but AT&T has not accurately depicted the resolution, which is set forth herein.	
			“Billed Party”		RESOLVED.	

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			“Billing Party”			
			“Bona Fide Request (BFR)”		RESOLVED; AT&T missing word “provisions”.	
			“Building”		RESOLVED.	
			“Business Day”		RESOLVED.	
			“CABS”		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		“Carrier Identification Codes (CIC)” <i>means a</i> code assigned by the North American Numbering Plan administrator to identify <i>specific Interexchange Carriers</i> . This code is primarily used for billing and routing <i>purposes</i> .		CICs are specifically assigned to wireline IXC service providers, rather than AT&T's broader language that would include any “entity that purchase access services”.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
	This term appears in the AT&T Wireline DPL but does not appear in its proposed GTC glossary contract language. It		“Cash Deposit” means a cash security deposit <i>made by one Party</i> in U.S. dollars <i>that is held by the other Party</i> .		Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified. Deposits have never been necessary as between the parties and there is no legitimate reason to require	

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	does not appear at all in Wireless DPL or proposed contract.				<p>them now.</p> <p>Further, AT&amp;T apparently fails to recognize that if deposits were required, the elimination of Bill and Keep for terminating usage results in a two-way exchange of dollars, therefore, leading to the exchange of mutual deposits that would simply cancel out one another.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
			“Cell Site”		RESOLVED.	
			“Central Automatic Message Accounting (CAMA) Trunk”		Agreed delete from GTCs although the term is used in CMRS E911, but still open for AT&T re use in wireline context?	
				“Central Office”	RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<p><b>“Central Office Switch”</b></p> <p><b><i>“Mobile Switch Center (MSC)” means/refers to an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect</i></b></p>		<p>RESOLVED as to the introductory phrase, as well as the terms End Office Switch and Tandem Office Switch; but, still open as to “Mobile Switch Center”, and AT&amp;T wireline has not included MSC within the Central Office definition.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<i>trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs.</i>			
			“CENTREX”		RESOLVED (deleted).	
				“Centralized Message Distribution System (CMDs)”	No Dispute.	
			“Charge Number” means the CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.		NEED TO CONFIRM - Sprint believes AT&T wanted, and the parties agreed, to retain this term, but AT&T was to determine where it was and make sure it was capitalized. The term, however, does not appear in AT&T’s GTC B documentation.	
			“Claim(s)” means any pending or threatened claim, action, proceeding or suit.		RESOLVED.	
			“CLASS FEATURES”		RESOLVED (deleted).	
			“Collocation or Collocation Space”		RESOLVED.	
			“Commercial Mobile Radio Service(s) (CMRS)”		RESOLVED.	
			“Commission”		RESOLVED.	
			“Common Channel Signaling		RESOLVED.	

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			(CCS)”			
			“Common Language Location Identifier (CLLI)”		RESOLVED.	
			“ <b>Competitive Local Exchange Carrier (CLEC)</b> ”		RESOLVED.	
			“ <b>Completed Call</b> ”		RESOLVED.	
			“Conduit”		RESOLVED.	
			“Confidential and/or Proprietary Information”		RESOLVED.	
			“Consequential Damages”		RESOLVED.	
			“Conversation MOU”		RESOLVED.	
			“Calling Party Number (CPN)”		RESOLVED; AT&T wireline is missing the word “number”.	
			“ <b>Daily Usage File</b> ”		RESOLVED.	
			“Day”		RESOLVED.	
			“ <b>Dedicated Transport</b> ”.		RESOLVED.	
			“Defaulting Party”		RESOLVED.	
			“Delaying Event”		RESOLVED (deleted).	
			“ <b>Digital Subscriber Line (DSL)</b> ”		RESOLVED (deleted).	
			“ <b>Directory Assistance Database</b> ”		RESOLVED.	
	See and cf: AT&T DPLs		“ <b>Directory Assistance Service</b> ” provides local end		Subject to further Review.	

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	where definition is proposed in Wireline but not Wireless.		user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“DEOT”  “Digital Signal Level”  <b>“Digital Signal Level 0 (DS-0)”</b>  <b>“Digital Signal Level 1 (DS-1)”</b>  <b>“Digital Signal Level 3 (DS-3)”</b>  “Disconnect Supervision”		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Discontinuance Notice” means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all <i>undisputed</i> Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's notice of <i>undisputed</i> Unpaid Charges.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless		“Disputed Amounts” means the amount that the		Subject to resolution of Attachment 7 Billing to what	

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	and Wireline DPL and contracts which will reflect exact same issue.		Disputing Party contends is incorrectly billed.		<p>extent, the following term(s) may be used or must be further modified.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p>SC, LA and MS wireless contracts show language disputed, but SC DPL does not acknowledge the dispute; and, the contract language is not consistent with the DPL reference in any of the three states.</p>	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Disputing Party” means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.		<p>Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
			<b>“Electronic File Transfer”</b>		RESOLVED (delete).	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<p>“End User(s)” means a Third Party subscriber of <i>Authorized Services</i> provided <i>in whole or in part</i> by any of the Parties, including a “roaming” user of <i>the Sprint wireless</i> network.</p> <p><b>As used herein, the term</b></p>		<p>Sprint agrees to include as defined term, subject to proposed edits as indicated.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			“End User(s)” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.			
			“Enhanced 911 Service (E911)”		RESOLVED.	
			“Environmental Hazard”		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireless documentation.			“Equal Access Trunk Group”	Sprint PCS does not see the reason/ need for separate equal access trunks for the exchange of third-party IXC traffic between Sprint/AT&T that is delivered to/from the third-party IXC to one party for further delivery to/from the other party.	
			“Exchange Message Interface (EMI)”		RESOLVED.	
			“Exchange Access”		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Facility” or “Facilities” means the elements, including but not limited to wire, line, cable, associated hardware and software that is used by a Party to provide Authorized Services.		This is an appropriate, encompassing definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“FCC”		RESOLVED.	
			“Fraud Monitoring System”		RESOLVED.	
			“Governmental Authority”		RESOLVED.	
			“Hazardous Substance” or		RESOLVED.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<b>“Hazardous Materials”</b>			
			“Incumbent Local Exchange Carrier (ILEC)”		RESOLVED.	
			“Information Services”		RESOLVED.	
				<b>“Information Service Provider (ISP)”</b> means an Enhanced Service Provider (ESP) that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.	Sprint does not consider this term necessary in light of the separate definition for ISP-Bound traffic; and, as drafted, the term appears to be overly restrictive. Even though Sprint has not agreed to term, AT&T has shown it in plain text in its documentation.	
			<b>“Intellectual Property”</b>		RESOLVED (deleted here).	
			“Interconnected VoIP Service”		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Interconnection or Interconnected” has the meaning as defined at 47 C.F.R. §§ 20.3 and 51.5.</b>		Sprint agrees to include following as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect similar issue; but, AT&T is inconsistent in the language that even it is proposing as between wireline and		<i>“Interconnection Facilities”</i> means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch’s point of presence in an MTA or LATA, as applicable, and either a) a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected or, b) in the		Sprint proposed definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint **“bold italics”** language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	<p>wireless (including AT&amp;T’s use of “Entrance Facilities” terminology in its wireline language).</p> <p>AT&amp;T appears to be proposing the terms Entrance Facilities and Interconnection Facilities in wireline, but only Interconnection Facilities in wireless.</p>		<p>case of Sprint-originated Transit Services Traffic, the POI at which AT&amp;T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&amp;T.</p>			
			<p>“Interconnection Service(s)”</p> <p>“Interexchange Carrier (IXC)”</p>		RESOLVED.	
			“InterLATA”		RESOLVED (deleted).	
	See AT&T Wireless documentation.		<p>“IntraMTA Traffic” means <i>Telecommunications</i> traffic to or from <i>Sprint’s wireless network</i> that originates on the network of one Party in one MTA and terminate <i>on the network of the other Party</i> in the same MTA (as determined by the geographic location of the <i>POI between the Parties and</i></p>		<p>Sprint edits are consistent with First Report and Order – and need to include a parallel intraMTA definition. Alternatively, can consider/discuss using location of cell tower at the beginning of the call for the location of the wireless party to the call.</p> <p>This/these provision(s) should be</p>	

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			<p><i>the location of the End Office Switch serving the AT&amp;T-9STATE End User).</i></p> <p>“InterMTA Traffic” means <i>Telecommunications</i> traffic to or from <i>Sprint’s wireless network</i> that originates on the network of one Party in one MTA and terminate <i>on the network of the other Party</i> in another MTA (as determined by the geographic location of the <i>POI between the Parties and the location of the End Office Switch serving the AT&amp;T-9STATE End User).</i></p>		substantively the same whether a single ICA or two separate ICAs are used.	
			“ISP-Bound Traffic”		RESOLVED. SC and MS correctly reflect closure, but LA continues to show as open disputed term.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			“JIP”	<p>Sprint does not agree with AT&amp;T proposed use of JIP, and the term is otherwise unnecessary.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
				“Local Access and Transport Area (LATA)”	RESOLVED	
			“Late Payment Charge”		<p>RESOLVED, subject to resolution of Attachment 7 Billing.</p> <p>This/these provision(s) should be</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			“Letter of Credit” means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to the Billing Party naming the Billing Party as the beneficiary (ies) thereof and otherwise on a mutually acceptable Letter of Credit form.		substantively the same whether a single ICA or two separate ICAs are used.  Letter of Credit still open.	
			“LIDB (Line Information Data Base)”		RESOLVED.	
			“Local Exchange Carrier (LEC)”		RESOLVED.	
			“Local Exchange Routing Guide (LERG)”		RESOLVED.	
	<i>See and cf:</i> AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language, and the treatment of the term “Interconnection” should be identical.		“ <b>Local Interconnection</b> ” is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.		This is an unnecessary, duplicative term in light of the prior, appropriate definition of Interconnection.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			“Local Number Portability (LNP)”		RESOLVED	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language.			“Local Only Trunk Groups”	AT&T erroneously reflects this language as undisputed and, therefore, accepted in the wireline, even though it is not accepted by Sprint.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language.			“Local Traffic”		
			“Location Routing Number (LRN)”		RESOLVED.	
			“Local Service Request (LSR)”		RESOLVED.	
			“Loss” or “Losses”		RESOLVED. Clean-up wireline, “claims” is defined term that should be capitalized.	
	See and cf: AT&T Wireless and Wireline DPL (not included in wireline DPL) and contracts (included in both contracts ) which will reflect		“Mobile Switch Center (MSC)” – see Central Office Switch definition		Will address in Central Office Switch definitions.	

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	exact same issue.					
			“Major Trading Area (MTA)”		RESOLVED.	
				“Meet-Point Billing for CLEC (MPB)”	RESOLVED.	
			“Message Distribution”		RESOLVED delete.	
				“Multiple Exchange Carrier Access Billing (MECAB)”	RESOLVED.	
			“Network Element”		RESOLVED.	
				“Network Interface Device (NID)”	RESOLVED.	
				“Non-Intercompany Settlement System (NICS)”	RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Non-Paying Party” means the Party that has not made payment <i><b>of undisputed amounts</b></i> by the Bill Due Date of all amounts within the bill rendered by the Billing Party		Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“North American Numbering Plan (NANP)”		RESOLVED.	
			“Numbering Plan Area (NPA)” also called area code means the first three (3) digits (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the		RESOLVED by agreement to language shown herein, although AT&T continues to show as disputed.	

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			numbers 2 through 9 and X represents any one of the numbers 0 through 9.			
			“Number Portability”		RESOLVED.	
			“NXX” or “Central Office Code” means the second three (3) digits (NXX) of a ten-digit telephone number in the form NPA-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9.		RESOLVED by agreement to language shown herein, although AT&T continues to show as disputed.	
			“Operator Services”		RESOLVED (deleted).	
			“OBF”		RESOLVED.	
				“Offer Services”.	RESOLVED (confirmed deleted).	
			“Operations Support Systems (OSS)” means the suite of functions which permits Sprint CLEC to interface to AT&T-9STATE for pre-ordering, ordering, provisioning, maintenance/ repair and billing and which permit Sprint CMRS to interface to AT&T-9STATE for number porting.		RESOLVED by agreement to language shown herein, although AT&T appears to only depict in its wireless documentation.	
	See AT&T Wireless documentation.		This is not an appropriate term.	“ <u>Originating Landline to CMRS Switched Access Traffic</u> ” “ <u>Originating Landline to CMRS Switched Access Traffic</u> ” means <u>InterLATA traffic delivered directly from</u>	AT&T is attempting to impose switched access upon Sprint for AT&T originated wireless traffic, for which Sprint as a terminating carrier is entitled to be paid.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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				<u>AT&amp;T-9 STATE’s originating network to Sprint’s network that, at the beginning of the call: (a) originates on AT&amp;T-9 STATE’s network in one MTA; and, (b) is delivered to the mobile unit of Sprint’s End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&amp;T-9 STATE shall charge and Sprint shall pay AT&amp;T-9 STATE the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.</u>		
	See AT&T Wireless documentation.		“Paging Traffic” means traffic to <i>Sprint’s</i> network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to <i>Sprint</i> .		Sprint agrees to include following as defined term, subject to proposed edits as indicated. However, why is the second sentence below included in the first place – what is AT&T talking about re “frequency licensed to AT&T-9 STATE?”  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“Party”		RESOLVED, addressed elsewhere.	

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	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Past Due” means when a Billed Party fails to remit payment for any <i>undisputed</i> charges by the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the <i>undisputed</i> charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).		Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“Person”		RESOLVED.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Interconnection Point” or “Point of Interconnection (POI)”</b> means the <b>Technically Feasible</b> physical <b>point(s) requested by Sprint</b> at which <b>an Interconnection Facility joins</b> the Parties’ networks for the purpose of establishing Interconnection <b>between the Parties, or a Party and a Third-Party.</b>	Pending tentative agreement to the following: “Interconnection Point” or “Point of Interconnection (POI)” means the physical location at which the Parties’ networks meet for the purpose of establishing Interconnection.	Sprint agrees to include following as defined term, subject to proposed edits as indicated  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			<b>“Permanent Number Portability (PNP)”</b> means a long term method of providing LNP.		RESOLVED by agreement to language shown herein, although AT&T continues to show as disputed.	
			<b>“Physical Collocation”</b>		RESOLVED, subject to clean-up - applicable to both wireless and wireline, but AT&T only reflects this within its wireline	

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					documentation.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Public Switched Network or Public Switched Telephone Network (PSTN)”</b> means any common carrier switched network, whether by wire or radio, including LECs, IXCs, and mobile service providers that use the NANP in connection with the provision of switched services.		RESOLVED by agreement to language shown herein, although AT&T continues to show as disputed.	
			<b>“Public Safety Answering Point (PSAP)”</b>		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			<b>“Rate Center,” “Rating Point,” and “Routing Point”</b>	Rate Centers, Rating Points and Routing Points do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, Rating or Routing Points, therefore, Sprint sees no reason to include such definitions.	
			“Referral Announcement”		RESOLVED by agreement to delete, although AT&T continues to show as disputed in its wireline documentation.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>“Remittance Information”</b> means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.		Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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				<b>“Section 251(b)(5) Calls”</b>	Sprint does not agree with use of this term,	
			“Selective Router”.		RESOLVED.	
	<i>See and cf:</i> AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue. Appears in AT&T Wireline documents but not wireless.		<b>“Service Start Date”</b> means the date on which services were first supplied under this Agreement.		Where is/are the following definition(s) used in the wireless provisions?  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
				<b>“Service Switching Point (SSP)”</b>	RESOLVED.	
				<b>“Serving Wire Center(SWC),”</b> means the Wire Center that serves the area in which the other Party’s or a Third Party’s Wire Center, aggregation point, point of termination, or point of presence is	RESOLVED by agreement to language shown herein, although AT&T continues to show as disputed.	
			<b>“Shared Facility Factor”</b>		RESOLVED, subject to AT&T clean-up reference in wireless (if two contracts used), to use the term “AT&T-9STATE” rather than “AT&T”.	
			<b>“Signaling System 7 (SS7)”</b>		RESOLVED.	
			<b>“SMR”</b>		RESOLVED (deleted).	

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			“SPNP”		RESOLVED.	
			“State Abbreviations”		RESOLVED (will not use; spell out state if find abbreviation used somewhere).	
			“Subsidiary”		RESOLVED by agreement to delete, although AT&T continues to show as plain text “accepted” term in its wireline documentation.	
	See and cf: AT&T Wireless and Wireline DPL and contracts: proposed in AT&T wireline contract & DPL, but not shown at all in wireless documents.		“Surety Bond” means a bond from a Bond company with a credit rating by A.M.BEST better than a “B.” This bonding company shall be certified to issue bonds in a state in which this Agreement is approved.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b>Switched Access Service</b> means an offering <i>to an IXC</i> of access <i>by AT&amp;T-9STATE</i> to AT&T-9 STATE's network for the purpose of the originating or the termination of traffic from or to End Users in a given area pursuant to Switched Access services tariff.		Sprint can accept with edits. However, where is definition used?  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless		<b>“Sprint Third Party Provider” has the meaning as defined</b>		Sprint proposed definition	

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	and Wireline DPL and contracts which will reflect exact same issue.		<i>in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.</i>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.  MS DPL shows this as AT&T proposed language.	
			“Tax” or “Taxes”		RESOLVED, but AT&T continues to show as disputed.	
			“Technically Feasible”		RESOLVED.	
			“Telcordia”		RESOLVED.	
			“Telecommunications”		RESOLVED.	
			“Telecommunications Act of 1996”		RESOLVED (deleted as separate term here).	
			“Telecommunications Carrier”		RESOLVED.	
			“Telecommunications Service”		RESOLVED.	
			“Telephone Exchange Service”		RESOLVED, although AT&T appears to still show as in dispute within its wireline documentation.	
			“Telephone Toll Service”		RESOLVED.	
	See: AT&T wireless documentation.			<b><u>“Terminating Inter-MTA Traffic” means traffic that, at the beginning of the call: (a) originates on CMRS Provider’s network; (b) is sent from the mobile unit of CMRS Provider’s End User or the mobile unit of a Third</u></b>	Pursuant to 47 C.F.R. § 20.11, the principles of terminating mutual compensation for reasonable compensation is applied as between CMRS Providers and LECs, and, federal law does not authorize any restriction regarding what	

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				<u>Party connected to a Cell Site located in one MTA and (c) terminates on the AT&amp;T-9 STATE's network in another MTA. This traffic must be terminated to AT&amp;T-9 STATE as FGD terminating switched access per AT&amp;T-9 STATE's Federal and/or State Access Service tariff.</u>	category of traffic (interMTA / intraMTA/ Information Service / Interconnected VoIP) can be exchanged between a CMRS Provider and LEC over Interconnection Facilities. Therefore, there is no basis to include either this term, “Terminating InterMTA Traffic,” which a) seeks to avoid AT&T obligation to pay for interMTA traffic that originates on its network and is terminated by Sprint, and b) seeks to impose artificial restriction on nature of traffic that can be exchanged over the Interconnection Facilities.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.  Term is included as disputed in wireline LA contract but not DPL; and is not included in either SC or MS wireline contract or DPL.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<i>“Termination” has the meaning as defined at 47 C.F.R. § 51.701(d).</i>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			<b>“Third Party”</b>		RESOLVED.	
	See and cf:		<b>“Third Party Traffic”</b> means		Sprint agrees to include following	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		traffic carried by <b>a Party</b> acting as a <b><i>Transit Service provide</i></b> that is originated and terminated by and between <b>a Third Party and the other Party to this Agreement</b>		as defined term, subject to proposed edits as indicated.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			<b>“Toll Free Service”</b>		RESOLVED (deleted).	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b><i>“Transit Service” means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.</i></b>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		<b><i>“Transit Service Traffic” is Authorized Services traffic that originates on one Telecommunications Carrier’s network, “transits” the network Facilities of one or more other Telecommunications Carrier’s network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier’s network.</i></b>		Sprint proposed definition  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and		<b><i>“Transport” has the meaning as defined at 47 C.F.R. § 51.701(c).</i></b>		Sprint proposed definition  This/these provision(s) should be substantively the same whether	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	contracts which will reflect exact same issue.				a single ICA or two separate ICAs are used.	
			“Trunk(s)” or “Trunk Group(s)” means the switch port interface(s) used and the communications path created to connect the Parties’ networks.		RESOLVED by agreement to language shown herein, although AT&T continues to show as disputed.	
			“Trunk-Side”		RESOLVED (deleted).	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		“Unpaid Charges” means any <i>undisputed</i> charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			“Wire Center” has the meaning as defined in 47 C.F.R. § 51.5.		RESOLVED by agreement to language shown herein, although AT&T continues to show as disputed.	
			“Advanced Intelligent Network (AIN)”  “Intercompany Settlements (ICS)”		RESOLVED (both deleted) – although deleted, AT&T appears to still show ICS as plain text accepted language in its wireline documentation.	
	<b>Attachment 1 Resale</b>					
33.	Should Attachment 1 be deleted from the Agreement?	Attachments 1			Tentative agreement to delete Attachment 1 as to both Sprint wireless and wireline entities.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<b>Attachment 2 Network Elements and Other Services</b>					
34.	Should Attachment 2 be deleted from the Agreement?	Attachments 2	See Sprint proposed Attachment 2 redlines.		<p>Tentative agreement to delete Attachment 2 as to Sprint wireless entities.</p> <p><u>Updated response:</u> Sprint provided AT&amp;T redlines regarding Sprint wireline, to which an AT&amp;T January 20, 2010 response included agreement to some Sprint-proposed changes, disagreement with other Sprint-proposed changes, and then a failure to adequately respond to yet other Sprint-proposed changes or questions. For example, AT&amp;T suggests that Sprint disagrees with AT&amp;T’s proposed Section 7.7 language, when in fact Sprint simply requested clarification of the meaning of AT&amp;T’s proposed language. In another example, AT&amp;T proposed language for Section 7.1 and then apparently disagreed with its own proposal and attributes the disagreed language to Sprint.</p> <p>Sprint believes the majority of Attachment 2 “issues” can still be resolved, or in the absence of resolution, better defined for resolution through further discussion and submission of a Consolidated Joint DPL.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	<b>Attachment 3 Network Interconnection</b>					
1.	<p>Should the introductory title and paragraph be consistent with the Scope and Purpose language contained in GTC Part A?</p> <p><i>See and cf;</i> AT&amp;T Wireless DPL does not show this issue at all, but its proposed contract language shows it as disputed; and it is appropriately included as an issue in AT&amp;T Wireline DPL for Attachment 3, Issue 2.</p>	Introductory title and paragraph.	<p><b>Network Interconnection and the Exchange of Authorized Services Traffic</b></p> <p>The Parties shall provide <u>Interconnection</u> with each other's networks for the transmission and routing of <b>Authorized Services Traffic</b> on the following terms:</p>		<p>Yes. Using appropriate terms, the introductory title and paragraph should appropriately describe the overall scope of Interconnection between the Parties.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
2.	Should all definitions be located in GTC Part B; and, which Attachment 3 Definitions should be retained and/or	Section 1. Definitions			<p>Yes. There is no reason to have multiple locations for Definitions. The final version of all ultimately retained Definitions should be moved to the GTC Part B Definitions.</p> <p>This/these provision(s) should be substantively the same whether</p>	

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	modified?  <i>See and cf:</i> AT&T's Wireless and Wireline DPLs, neither of which include this issue.				a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T Wireless DPL Issue 1 and proposed language which appears to leave this term in Attachment 3, but AT&T's Wireline materials appear to agree to move this term out of Attachment 3.	1.	<b>“Dedicated Transport”</b> .		RESOLVED within GTC Part B definitions.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.	2.	Sprint does not consider the terms “Interoffice Channel Dedicated Transport”, “Local Channel” to be necessary.		The use of the more generally applicable terms Facility(ties) and Interconnection Facilities, there is no need for individual items that are subsumed within the broader terms/concepts.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting this, but	3.	“Dark Fiber Transport” and “Shared Transport”		Sprint agrees with deletion of these terms (for the same reasons the terms identified above should likewise be struck, i.e., Interoffice	

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	does not confirm such deletion in either the Wireless or Wireline DPLs.				Channel Dedicated Transport” and “Local Channel”).	
	<i>See and cf:</i> AT&T Wireless Attachment 3 Issue 2, but cannot find where AT&T includes or address it in its Wireline materials.	4.	<b>“Fiber Meet”</b>  <b>“Meet Point”</b>  <b>“Meet Point Interconnection Arrangement”</b>		RESOLVED and agreed to move to GTC Part B definitions.	
	<i>See and cf:</i> AT&T appears to agree with deleting from Attachment 3, but does not confirm such deletion in either the Wireless or Wireline DPLs.	5.	An additional “ISP-Bound Traffic” definition that is different than what is in GTC Part B definitions is not necessary or appropriate.		<p>There is already an “ISP-Bound Traffic” definition in GTC Part B (which also needs revision to correct its erroneous reference to ISP traffic as “telecommunications” traffic rather than “information services”). Further, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<i>See and cf:</i> AT&T appears to agree with deleting this from Attachment 3, but does not	6.	Sprint does not agree with AT&T use or terminology of the terms “Local Traffic”, “CLEC Local Traffic” or “Wireless Local Traffic” definitions.		Authorized Services traffic includes multiple traffic categories (Telephone Exchange Service traffic; Telephone Toll traffic; Exchange Access traffic; IntraMTA traffic; InterMTA traffic; Information	

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	confirm such deletion in either the Wireless or Wireline DPLs.				<p>Service traffic, Interconnected VoIP traffic; and, Transit traffic) and, where available, appropriate statutory terms should be used rather than generic labels such as the term “Local”, which has been expressly rejected by the FCC. Further, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<i>See and cf:</i> AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not confirm such move in either the Wireless or Wireline DPLs.	7.	Sprint does not consider the terms “Local Only Trunk Group” or “Serving Wire Center” to be necessary.		<p>Use of the generally applicable defined terms Facility(ties) and Interconnection Facilities, results in no need for individual items that are subsumed within the broader terms/concepts. Further, there is no requirement that traffic subject to reciprocal compensation be segregated to a “Local Only Trunk Group”; and, as to the unnecessary “Serving Wire Center” term, AT&amp;T has proposed different definitions between GTC Part B and Attachment 3.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<i>See and cf:</i>	8.	“Transit Services Traffic”		See Sprint GTC Part B definition	

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	AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not confirm such move in either the Wireless or Wireline DPLs.				for “Transit Service Traffic”  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> AT&T appears to agree with deleting these three terms, but does not confirm such deletion in either the Wireless or Wireline DPLs.		Sprint does not consider the terms “Tandem Switching”, “End Office Switching” or “Physical Point of Interconnection” to be necessary.		The use of a stated Rate for each category of Authorized Services traffic renders the use of the terms “Tandem Switching”, “End Office Switching” and “Physical Point of Interconnection” unnecessary. Further, AT&T’s “Physical Point of Interconnection” definition is unnecessarily duplicative in light of the “Interconnection Point / Point of Interconnection” definition already in GTC Part B. And, again, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	<i>See and cf:</i> Sprint accepted AT&T proposed	9.	“Virtual Point of Interconnection”		Sprint agrees with deletion of this term.	

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	deletion of this term, but AT&T does not confirm such deletion in either the Wireless or Wireline DPLs.					
3.	<p>Attachment 3, Section 2.1 falls within GTC Part A stated Issue 3 “Should defined terms not only be consistent with the law, but also consistently used throughout the entire Agreement?” and Issue 5 “How Should Scope and Purpose be described?”</p> <p><i>See and cf:</i> AT&amp;T Wireless Attachment 3 Issue 3 in which AT&amp;T continues to dispute Sprint language, but the same language is accepted in Wireline contract Section 2.1 with no further reflection in Wireline DPL.</p>	Attachment 3 Section 2.1 disputed in AT&T Wireless (now shown as accepted in AT&T Wireline)	2.1 AT&T 9-STATE shall provide <i>Interconnection</i> with AT&T 9-STATE's network at any <i>Technically Feasible</i> point within AT&T 9-STATE's network.		<p>Sprint's language capitalizes the terms “Interconnection” and “Technically Feasible” (for which Sprint has added a defined term in GTC Part B), which should both be treated as defined terms.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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4.	<p>What provisions should be included regarding Methods of Interconnection?</p> <p><i>See and cf:</i> AT&amp;T Wireless Attachment 3 Issues 3 and 4 and Wireline Attachment 3 Issue 3.</p>	Attachment 3 Section 2.2	<p><b><i>2.2 Methods of Interconnection Sprint may request, and AT&amp;T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection</i></b></p>		<p>Sprints language identifies the various methods by which Sprint can obtain interconnection, without reference to additional concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<i>arrangements described in AT&amp;T 9-STATE’s General Subscriber Services Tariff, Section A35, which shall be provided by AT&amp;T 9-STATes at the rates, terms and conditions set forth in this Agreement.</i>			
5.	Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required?  <i>See and cf; AT&amp;T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 5.</i>	Attachment 3 Section 2.3	<b><i>2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&amp;T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&amp;T network.</i></b>		Sprint does not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint’s rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
6.	What provisions should be included regarding continuation of pre-existing arrangements?  <i>See and cf; AT&amp;T Wireless Attachment 3</i>	Attachment 3 Section 2.4	<b><i>2.4 Pre-existing Arrangements. Until otherwise requested by Sprint, AT&amp;T 9-STATE shall continue to provide Interconnection through the existing Interconnection Facilities and Points of Interconnection established pursuant to the Interconnection agreement</i></b>		This section addresses the reality that there are already physically existing Interconnection Facilities and Points of Interconnection in place, that will remain in place unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Issue 4 and Wireline Attachment 3 Issue 4.		<i>that is being replaced by this Agreement. AT&amp;T 9-STATE shall provide such new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to this Agreement.</i>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
7.	What Interconnection Facilities / Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups?  <i>See and cf; AT&amp;T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 6, 7 [7 is new AT&amp;T language re OA and DA trunks] and 8.</i>	Attachment 3 Section 2.5	<b>2.5 Interconnection Facilities.</b>  <b>2.5.1 Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&amp;T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection Facilities</b> shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point after Sprint implements SS7 capability within its own network. <b>AT&amp;T 9-STATE</b> will provide out-of-band signaling using Common Channel		As long as it is Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. 47 C.F.R. § 51.305(f).  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<p>Signaling Access Capability where <b><i>Technically Feasible, AT&amp;T 9-STATE and Sprint Facilities</i></b>’ shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off calling party number ID when <b><i>Technically Feasible</i></b>. If a Party Interconnects via the purchase of Facilities and/or services from the other Party, the appropriate tariff from which such services are purchased <b><i>for use as Interconnection Facilities</i></b> will apply, <b><i>subject to the rates, terms and conditions set forth in this Agreement</i></b>.</p> <p><b><i>2.5.2 Trunk Groups.</i></b> The Parties will establish trunk groups from the <b><i>Interconnection Facilities</i></b> such that each Party provides a reciprocal of each trunk group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, <b><i>AT&amp;T 9-STATE</i></b> will provide or bear the cost of all trunk groups for the delivery of <b><i>Authorized Services traffic from the POI at which</i></b></p>			

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			<i>the Parties Interconnect to the Sprint Central Office Switch, and Sprint will provide the delivery of <b>Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.</b></i>			
8.	<p>How are Interconnection Facility Costs apportioned between the Parties?</p> <p>Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities?</p> <p><i>See and cf:</i> AT&amp;T Wireless Attachment 3 Issue 5 and Wireline Attachment 3 Issue 9</p>	Attachment 3 Section 2.5.3	<p><b>2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:</b></p> <p><b><i>(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC’s point of presence location designated in the LERG that is within the same MTA as the POI.</i></b></p>		<p>47 C.F.R. § 51.703(b) prohibits AT&amp;T from charging Sprint for traffic originated on AT&amp;T’s network; and, as the provider of Interconnection Facilities, AT&amp;T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint “the proportion of that trunk capacity used [by Sprint] to send traffic that will terminate on [AT&amp;T’s network].” As to transited traffic, under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating network. <i>Mountain Communications, Inc. v. FCC</i>, 355 F.3d 644 (D.C. 2004).</p> <p>The AT&amp;T cited case involves a wireless 1-way paging carrier. The decision fails to acknowledge and address either 1) the <i>Mountain</i> D.C. Circuit decision that an “originating carrier should bear <i>all</i> transport costs” associated with the</p>	

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			<p><i>(b) Sprint non-wireless Switch Location, When a Sprint non-wireless switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical location of such non-wireless switch in that LATA. When a Sprint non-wireless switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint non-wireless switch location means such CLEC switch’s point of presence location designated in the LERG that is within the same LATA as the POI.</i></p> <p><i>(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&amp;T 9-STATE Central Office Switches shall be shared based upon the Parties’ respective proportionate use of such Facilities to deliver all Authorized Services traffic</i></p>		<p>delivery of its traffic, or 2) the application of the express language contained in 51.709(b).</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide “Proportionate Use Factor”.</i></p> <p><i>(1) As of the Effective Date the Parties’ Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&amp;T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,</i></p> <p><i>(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party’s proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as</i></p>			

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			<p><i>a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.</i></p> <p><i>(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.</i></p> <p><i>(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&amp;T 9-State Switch and the POI at which AT&amp;T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&amp;T, are recouped by AT&amp;T as a component of AT&amp;T's Transit Service per minute of use charge. AT&amp;T shall not</i></p>			

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			<p><i>charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&amp;T to Sprint.</i></p> <p><i>(f) DEOT Interconnection Facilities. Subject to Sprint’s sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&amp;T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&amp;T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&amp;T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&amp;T, absent the affirmative consent of</i></p>			

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			<i>Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&amp;T Access Tandem that serves the AT&amp;T End Office to which the DEOT is installed, and AT&amp;T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&amp;T End Office.</i>			
9.	<p>What, if any, restrictions may be imposed on the type of Authorized Services traffic that can be exchanged over the Facilities?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 6 and Wireline Attachment 3 Issue 10.</p>	Attachment 3, Section 2.5.4	<p><b>2.5.4 Use of Interconnection Facilities.</b></p> <p><b>(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.</b></p> <p><b><i>(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing</i></b></p>		<p>Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&amp;T to restrict the nature of Authorized Services traffic that Sprint may exchange over Interconnection Facilities.</p> <p>Notwithstanding AT&amp;T's stated position that “[s]ince the agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups”, AT&amp;T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally impossible for AT&amp;T to avoid doing so. Thus, AT&amp;T cannot even comply with its own stated position.</p>	

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			<p><i>in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other's originating Authorized Services traffic to AT&amp;T 9-STATE over such Sprint entity's combined trunk group.</i></p> <p><i>(c) Jointly Provided Switched Access. When AT&amp;T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the</i></p>		<p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC.</i></p> <p><i>(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&amp;T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&amp;T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&amp;T 9-STATE.</i></p>			
10.	See and cf; AT&T Wireless Attachment 3 Issue 7, but in the Wireline it does not appear as a disputed issue in AT&T's Wireline DPL,	Attachment 3, Section 2.6	<p><b>2.6. Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this</b></p>		<p>Sprint is entitled to Collocation that may be negotiated on an individual case basis.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	and does appear as “Accepted” in the Wireline proposed language.		<b>Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement, negotiated on an individual case basis.</b>			
11.	<i>See and cf;</i> AT&T Wireless Attachment 3 Issue 8 and Wireline Attachment 3 Issue 11.	Attachment 3, Section 2.7	<p><b>2.7 Fiber Meet Interconnection.</b></p> <p><b>2.7.1</b> Fiber Meet Interconnection between <b>AT&amp;T 9-STATE</b> and Sprint can occur at any <b><i>Technically Feasible</i></b> point between <b><i>Sprint</i></b> premises and an <b>AT&amp;T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.</b></p> <p><b>2.7.2</b> If <b><i>Sprint</i></b> elects to Interconnect with <b>AT&amp;T 9-STATE</b> pursuant to a Fiber Meet, <b><i>the Parties</i></b> shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of <b><i>Authorizes Services traffic</i></b> via <b><i>designated Facilities</i></b> at <b><i>Technically Feasible</i></b> transmission speeds as mutually agreed to by the Parties. <b><i>The Parties</i></b> shall work</p>		<p>Sprint’s Fiber Meet language incorporates the appropriate use of defined terms.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p>jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. <b><i>The technical specifications will be designed so that each Party may</i></b>, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither <b><i>Party</i></b> will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).</p> <p><b>2.7.3</b> There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both <b><i>Parties</i></b>, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by <b><i>the Parties</i></b> pursuant to the requirements of this section.</p> <p>(a) Design One: <b><i>Sprint's</i></b> fiber cable (four fibers) and <b><i>AT&amp;T 9-STATE's</i></b> fiber cable (four fibers) are connected at a</p>			

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			<p><b>Technically</b> Feasible point between <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point <b>Meet Point</b>.</p> <p>(b) Design Two: Both <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both <b>Sprint</b> and <b>AT&amp;T 9-STATE</b>. <b>AT&amp;T 9-STATE</b> will provide the fibers associated with the “working” side of the system. <b>Sprint</b> will provide the fibers associated with the “protection” side of the system. <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> will work</p>			

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			<p>cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.</p> <p><b>2.7.4 AT&amp;T 9-STATE</b> shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting <b>AT&amp;T 9-STATE Central Office</b>.</p> <p><b>2.7.5 Sprint</b> shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting <b>Sprint Central Office</b>.</p> <p><b>2.7.6 Sprint</b> and <b>AT&amp;T 9-STATE</b> may mutually agree upon a <i>Technically Feasible Point of Interconnection outside the</i> Interconnecting <b>AT&amp;T 9-STATE Central Office</b> as a Fiber Meet point. <b>AT&amp;T 9-STATE</b> shall make all necessary preparations to receive, and to allow and enable <b>Sprint</b> to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. <b>AT&amp;T 9-STATE</b> shall, wholly at its own expense, procure, install, and maintain the fusion splicing</p>			

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			<p>point in the Point of Interconnection. A Common Language Location Identification (“CLLI”) code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to <b><i>Sprint</i></b>, Point of Interconnection to <b><i>AT&amp;T 9-STATE</i></b>).</p> <p><b>2.7.7</b> <b><i>Sprint</i></b> shall deliver and maintain <b><i>Sprint’s</i></b> fiber optic Facility wholly at its own expense. Upon verbal request by <b><i>Sprint</i></b>, <b><i>AT&amp;T 9-STATE</i></b> shall allow <b><i>Sprint</i></b> access to the Fiber Meet entry point for maintenance purposes as promptly as possible.</p> <p><b>2.7.8</b> Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both <b><i>Sprint</i></b> and <b><i>AT&amp;T 9-STATE</i></b> agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.</p> <p><b>2.7.9</b> <b><i>Sprint</i></b> and <b><i>AT&amp;T 9-</i></b></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><b>STATE</b> will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. <b>Sprint</b> and <b>AT&amp;T 9-STATE</b> will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by <b>Sprint</b> and <b>AT&amp;T 9-STATE</b>.</p> <p><b>2.7.10 Sprint</b> and <b>AT&amp;T 9-STATE</b> shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.</p> <p><b>2.7.11</b> Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.</p>			

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			<b>2.7.12 Neither Sprint or AT&amp;T 9-STATE</b> shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of <b>Authorized Services</b> traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.			
	This appears to be subsumed within prior Sprint Issue 5, AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 5, all of which address the location and number of POIs required.	AT&T Wireline Attachment 3, Section 2.8	There is no Section 2.8 within Sprint’s proposed language.		There is no Section 2.8 within Sprint’s proposed language.	
12.	What is the appropriate price for Interconnection Facilities / Trunking, TELRIC or Market?  Is it permissible to price interconnection facilities for	Attachment 3, Section 2.9	<b>2.9 Interconnection Facilities/Arrangements Rates and Charges.</b>  <b>2.9.1 AT&amp;T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges (“Rates/Charges”) charged by AT&amp;T 9-STATE for pre-existing or new Interconnection Facilities or</b>		47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the Commission is required to establish the just and reasonable rate for Interconnection Facilities provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC’s pricing methodology contained in 47 C.F.R. § 51.501 et. seq., the	

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	CMRS carriers at market based rates?  See and cf; AT&T Wireless Attachment 3 Issue 9 and Wireline Attachment 3 Issue 12.		<p><b><i>Interconnection arrangements (“Interconnection-Related Services”) that AT&amp;T provides to Sprint shall be at the lowest of the following Rates/Charges:</i></b></p> <p><b><i>a) The Rates/Charges in effect between the Parties’ for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;</i></b></p> <p><b><i>b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;</i></b></p> <p><b><i>c) The Rates/Charges at which AT&amp;T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;</i></b></p> <p><b><i>d) AT&amp;T 9-STATES’ tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-</i></b></p>		<p>price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing.</p> <p>In the absence of lower, current TELRIC pricing (i.e., updated since the AT&amp;T/BellSouth merger) AT&amp;T should be required to offer Interconnection Facilities at interim rates that are no higher than AT&amp;T’s tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing.</p> <p>Further, if AT&amp;T provides interconnection arrangements to any carrier that is lower than either a) existing AT&amp;T Interconnection Facility TELRIC pricing, or b) AT&amp;T’s tariffed Facility Rates/Charges reduced by 35% or more, principles of non-discrimination require AT&amp;T to disclose such arrangements for Sprint to determine whether or not it is entitled to such pricing.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&amp;T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,</i></p> <p><i>e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&amp;T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p><b>2.9.2. Reduced AT&amp;T 9-STATE Rates/Charges True-Up. If the lowest AT&amp;T 9-</b></p>			

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			<p><i>STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&amp;T 9-STATE cost-study, or were provided by AT&amp;T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&amp;T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&amp;T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&amp;T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges.</i></p>			

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			<p><b><i>2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&amp;T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.</i></b></p> <p><b><i>2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.</i></b></p>			
13.	What Network Management provisions should be included?	Attachment 3; Section 3.	<p><b>3. Network Management</b></p> <p><b>3.1 <i>The Parties</i></b> will work cooperatively to install and maintain reliable Interconnected telecommunications networks,</p>		Sprint’s Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and	

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	<p>What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?</p> <p>What are the appropriate trunk blocking objectives?</p> <p><i>See and cf; AT&amp;T Wireless Attachment 3 Issues 10, 11 &amp; 12 and Wireline Attachment 3 Issue 13.</i></p>		<p>including but not limited to, maintenance contact numbers and escalation procedures. <b>AT&amp;T 9-STATE</b> will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks.</p> <p><b>3.2 Blocking.</b> The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.</p> <p><b>3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the</b></p>		<p>Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity.</p> <p>Further, it is not appropriate for AT&amp;T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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			<p><i>busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements).</i></p> <p><b>3.3 Network Congestion. The Parties</b> will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.</p> <p><b>3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to</b></p>			

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			<p><b><i>be provisioned to ensure network protection from HVCI traffic.</i></b></p> <p>3.4 Neither <b><i>Party</i></b> intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network <b><i>Interconnection arrangement to conform to the terms and conditions</i></b> contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, <b><i>but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.</i></b></p> <p>3.5 <b><i>Signaling.</i></b> <b><i>The Parties</i></b> will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number,</p>			

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			<p>etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.</p> <p><b><i>3.6 Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&amp;T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&amp;T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast.</i></b></p> <p><b><i>3.7 The Parties</i></b> will provide each other with the proper call information, including all</p>			

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			proper translations for routing between networks and any information necessary for billing where <b>AT&amp;T 9-STATE</b> provides recording capabilities. This exchange of information is required to enable each <b>Party</b> to bill properly.			
14.	Is Transit Service a form of Interconnection transmission and routing that AT&T 9-STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless entities, also pursuant to 47 C.F.R. § 20.11?  <i>See and cf;</i> AT&T Wireless Attachment 3 Issue 13 and Wireline Attachment 3 Issue 1.	Attachment 3, Section 4	<p><b>4 Transit Service.</b></p> <p><b><i>4.1 AT&amp;T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&amp;T 9-STATE in the same LATA in which Sprint is Interconnected to AT&amp;T 9-STATE.</i></b></p> <p><b><i>4.2 Upon Sprint providing AT&amp;T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&amp;T 9-STATE will provide Sprint sixty (60) days notice if AT&amp;T 9-STATE desires to use such service.</i></b></p> <p><b><i>4.3 The Party that provides a Transit Service under this Agreement (“Transit</i></b></p>		<p>Yes. Transit Service is the means by which Indirect Interconnection is implemented, and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D).</p> <p>AT&amp;T has been required to provide transit at TELRIC pricing unless AT&amp;T can justify additional costs. <i>See Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended, Case No. 2004-00044, Order at p 18 -19 (issued March 14, 2006).</i></p> <p>AT&amp;T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic.</p> <p>This/these provision(s) should</p>	

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			<i>Provider”) shall only charge the other Party (“Originating Party”) the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.</i>		be substantively the same whether a single ICA or two separate ICAs are used.	
15.	See and cf: AT&T appears to have accepted Section 5 Local Dialing Parity language in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.	Attachment 3, Section 5	<b>5. Local Dialing Parity</b>  Each Party shall provide local dialing parity, meaning that each Party’s customers will not have to dial any greater number of digits than the other Party’s customers to complete the same call.		Sprint specifically does not accept AT&T “out of exchange language” that is proposed in its wireline language – now “ATTACHMENT 3a – OUT OF EXCHANGE-LEC”.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
16.	Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill each other for traffic exchanged over Interconnection Facilities?  See and cf;	Attachment 3, Section 6, 6.1.1 – 6.1.2	<b>6. Authorized Services Traffic Per Minute Usage.</b>  <b>6.1 Classification of Authorized Services Traffic Usage.</b>  <i>[If only two billable categories are deemed necessary:]</i>  <b>6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement</b>		Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of:  1) a single, unified rate for all non-transit traffic; and 2) a TELRIC-based transit charge.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.		<p><i>will be classified as Authorized Services wireless Terminated Traffic (which will include IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p> <p><i>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireline Terminated Traffic (which will include Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></p>			
17.	If more than two categories of Authorized Services traffic and corresponding rates are required, how should Authorized	Attachment 3, Alternative Section 6, 6.1.1 – 6.1.2	<p><b><i>[If more than two billable categories are deemed necessary:]</i></b></p> <p><b><i>6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as IntraMTA Traffic, InterMTA</i></b></p>		<p>If more than two (2) billable Authorized Services Traffic categories must be used, Sprint's language identifies each of the appropriate categories for classifying traffic under this Agreement.</p> <p>This/these provision(s) should be substantively the same whether</p>	

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	<p>Services traffic be categorized?</p> <p><i>See and cf:</i> AT&amp;T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.</p>		<p><b><i>Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</i></b></p> <p><b>6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.</b></p>		a single ICA or two separate ICAs are used.	
18.	<p>For each category of Authorized Services traffic, what compensation is due from each Party to the other?</p> <p>What is</p>	Attachment 3; Section 6.2.	<p>6.2 Authorized Services Traffic Usage Rates.</p> <p>6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.</p>		<p>This section establishes the application of the Conversation MOU, Sprint's entitlement to the lowest available rate, true-up, and general symmetrical rate application. However, establishment of actual rates is the next Issue.</p> <p>This/these provision(s) should be substantively the same whether</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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	<p>appropriate compensation for Section 251 (b)(5) traffic?</p> <p>What is the appropriate language to reflect the actual flow and treatment of ISP-bound traffic between the parties given that ISP traffic is exclusively mobile-to-land and what is the appropriate compensation for such traffic?</p> <p>See and cf; AT&amp;T Wireless Attachment 3 Issue 15 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.</p>		<p><b>6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:</b></p> <p><b><i>[If only two billable categories are deemed necessary:]</i></b></p> <p><b><i>Sprint wireless traffic/Sprint CLEC wireline traffic:</i></b></p> <ul style="list-style-type: none"> <li>- Terminated wireless/wireline Traffic Rate</li> <li>- Transit Service Rate</li> </ul> <p><b><i>[If more than two billable categories are deemed necessary:]</i></b></p> <p><b><i>Wireless traffic:</i></b></p> <ul style="list-style-type: none"> <li>- IntraMTA Rate</li> <li>- Land-to-Mobile InterMTA Rate</li> </ul> <p>Wireline traffic:</p> <ul style="list-style-type: none"> <li>- Telephone Exchange Service Rate</li> <li>- Telephone Toll Service Rate</li> </ul> <p><b><i>Wireless or Wireline traffic:</i></b></p> <ul style="list-style-type: none"> <li>- Information Services Rate</li> <li>- Interconnected VoIP Rate- N/A</li> <li>- Transit Service Rate</li> </ul> <p>6.2.2 Beginning with the</p>		<p>a single ICA or two separate ICAs are used.</p> <p>SC, LA and MS DPLs are each inconsistent in how depict disputed language.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>Effective Date, the applicable Authorized Service Rate (“Rate”) that AT&amp;T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:</p> <p><i>a) The Rate contained in the Pricing Schedule attached hereto;</i></p> <p><i>b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;</i></p> <p><i>c) The Rate AT&amp;T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,</i></p> <p><i>d) The Rate established by the Commission based upon an approved AT&amp;T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</i></p> <p><b>6.2.3 Reduced AT&amp;T 9-STATE Rate(s) True-Up. Where the</b></p>			

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			<p><i>lowest AT&amp;T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&amp;T 9-STATE cost-study, or was provided by AT&amp;T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&amp;T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&amp;T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&amp;T 9-STATE implements billing the reduced Rate to Sprint.</i></p> <p><b>6.2.4 Symmetrical Rate Application.</b> <i>Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.</i></p>			
19.	What is the a) fair and reasonable, or b) TELRIC rate where applicable,	Attachment 3, Establishment of applicable rates to be populated in	<p><b>Wireless traffic rates:</b></p> <p>- <b>IntraMTA Rate: [TBD]</b></p> <p>- <b>Land-to-Mobile InterMTA Rate: [TBD]</b></p>		Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a)	

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	for each category of compensable traffic?  <i>See and cf;</i> AT&T Wireless Attachment 3 Issue 16 and Wireline Attachment 3 Issue <b>14</b> .	Pricing Sheet	Wireline traffic rates:  - <b><i>Telephone Exchange Service Rate: [TBD]</i></b> - <b><i>Telephone Toll Service Rate: Applicable access tariff rates</i></b>  - <b><i>Wireless or Wireline traffic rates:</i></b>  - <b><i>Information Services Rate: .0007</i></b> - <b><i>Interconnected VoIP Rate: Bill &amp; Keep until otherwise determined by the FCC.</i></b> - <b><i>Transit Service Rate: [TBD]</i></b>		on a bill and keep basis, b) at the \$.0007 ISP rate, or c) at a TELRIC rate.  Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&T’s costs to terminate an interMTA MOU is exactly the same as it costs to terminate an intraMTA MOU and, therefore, AT&T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid a multiple of the intraMTA MOU rate as the rate it is entitled to charge AT&T for termination of an AT&T originated interMTA call.  Wireline Telephone Toll Service traffic is subject to each parties’ applicable access tariff rates.  Whether the traffic is a wireless or wireline call:	

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					<p>1) The FCC rate for ISP Information Service traffic is \$.0007;</p> <p>2) Although the FCC has determined Interconnected VoIP is jurisdictionally mixed traffic to result in it being classified as interstate traffic, the FCC has not established a rate for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and,</p> <p>3) Transit Service traffic is subject to a TELRIC Rate.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p> <p><b>SC, LA and MS wireless DPLs are each inconsistent in how depict disputed language.</b></p>	
20.	<p>What billing and recording provisions are appropriate?</p> <p><i>See and cf;</i></p>	Attachment 3, Section 6.3, 6.3.1 – 6.3.8, except for 6.3.7 which is separately	<p>6.3 Recording and Billing for Authorized Services Traffic.</p> <p><b>6.3.1 Each Party will perform the necessary recording for all calls</b></p>		<p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

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	AT&T Wireless Attachment 3 Issue 17 and Wireline Attachment 3 Issues 15 and 17.	addressed as next issue.	<p>from the other Party, and shall also be responsible for all billing and collection from its own End Users.</p> <p>6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.</p> <p>6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party’s network, where available, the original and true Calling Party Number (“CPN”).</p> <p>6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.</p> <p><i>6.3.5 The Party that performs</i></p>			

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			<p><i>the transmission, routing, termination, Transport and Termination, or Transiting of the other Party’s originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate..</i></p> <p><b>6.3.6.1 Wireless traffic:</b> Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.</p> <p><b>6.3.6.2 Wireline traffic:</b> Actual traffic Conversation MOU measurement in each of the applicable Authorized</p>			

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			<p><i>Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties.</i></p> <p><b>[6.3.7 Conversion to Bill and Keep is a separate issue below.]</b></p> <p><b>6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.</b></p>			
21.	When should otherwise compensable traffic be	Attachment 3, Section 6.3.7	<b>6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or</b>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	<p>exchanged on a Bill and Keep basis?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 18 and Wireline Attachment 3 Issue 16.</p>		<p><b>wireline Telephone Exchange Service traffic.</b></p> <p><b>a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly</b></p>			

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			and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties’ agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this			

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			<p><b>Subsection 6.3.7.</b></p> <p><b>b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates</b></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties’ agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been			

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			<p>negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7.</p> <p><i>c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.</i></p>			
22.	How should each Party be compensated for terminating interMTA Traffic on its network	Attachment 3, Section 6.4	<b>6.4 Terminating InterMTA Traffic. The Parties recognize that (a) the originating Party is not entitled to charge the</b>		The FCC First Report and Order, as well as Section 251(g) only contemplated access to continue to be charged in the same manner that it had been prior to the Act, until such time the FCC	

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	<p>that was originated on the other Party's network?</p> <p>AT&amp;T has now restated the Issue to be: “Should Inter-MTA traffic, both originating and terminating, be subject to Access Charges?”</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 3 Issue 19 and does not include in its Wireline materials.</p>		<p><b>terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXC's; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&amp;T 9-STATE over Interconnection Facilities, AT&amp;T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT&amp;T 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&amp;T 9-STATE to Sprint over Interconnection Facilities, because of the</b></p>		<p>changed its applicable rules. Prior to and since passage of the the Act, the FCC has consistently held that CMRS providers are not IXC's. Further, it reserved to itself any consideration of the application of access charges to wireless interMTA traffic on a case-by-case basis, which, to date, it has not acted. Pursuant to Rule 20.11, the only existing basis to impose any charges for interMTA traffic is under the principles of mutual, reasonable compensation paid by the originating carrier to the terminating network. AT&amp;T will incur the same cost to terminate a Sprint originated minute whether it is an inter or intraMTA MOU handed over the Interconnection Facilities. Therefore, it is reasonable for AT&amp;T to charge Sprint the same intraMTA rate to terminate either type of MOU. Sprint, however, will typically incur greater cost to terminate an AT&amp;T-originated interMTA call because of additional switching and distance to terminate such a call. Therefore, Sprint should be compensated at a higher rate to terminate an AT&amp;T-originated interMTA call than it does to terminate an AT&amp;T-originated intraMTA call handed to Sprint over the Interconnection Facilities.</p>	

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			<p>likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&amp;T 9-STATE originated InterMTA call than it does to terminate an AT&amp;T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.</p> <p><i>6.4.1 Because AT&amp;T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&amp;T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&amp;T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.</i></p> <p><i>6.4.2 Because Sprint incurs greater costs to terminate an AT&amp;T 9-STATE</i></p>		<p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&amp;T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&amp;T 9-STATE calls. The Land-to-Mobile InterMTA Rate at which Sprint is entitled to bill AT&amp;T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate.</i></p> <p><i>6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific “Land-to-Mobile Terminating InterMTA Factor” to determine the surrogate volume of AT&amp;T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&amp;T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party’s request no sooner than (6) months</i></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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			<p><i>after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement.</i></p> <p><b>6.4.4 To determine the billable volume of AT&amp;T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&amp;T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&amp;T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&amp;T 9-STATE for the same MOUs.</b></p>			
23.	What provision is appropriate regarding representations with respect to switched access	Attachment 3, Section 7, 7.1.1 – 7.1.2	<p><b>7. Interconnection Compensation</b></p> <p><b><i>7.1.1 Except as may be otherwise be provided by Applicable Law, neither Party</i></b></p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	services traffic?  <i>See and cf;</i> AT&T’s Wireline Issue 14, Section 6.1.5.2., Issue 19, Section 6.1.4., Wireline Issue 21, Section 6.1.5.2, and [as first appearing in TN] Wireless Issue 20, Sections 6.1.4 and 6.1.5.2. But, AT&T has not accurately depicted Sprint’s language.		shall represent switched access services traffic (e.g. FGA, FGB, FGD) as traffic <b><i>subject to the</i></b> payment of reciprocal compensation.  <b>7.1.2.</b> Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of any traffic, and the associated compensation.			
24.	What Wireless Meet Point Billing provisions are appropriate?  <i>See and cf;</i> AT&T Wireless Attachment 3 Issue 21 and not included in AT&T’s Wireline materials.	Attachment 3, Section 7.2	<b>7.2 Wireless Meet Point Billing</b>  <b>7.2.1</b> For purposes of this Agreement, <b><i>Wireless</i></b> Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to <b><i>Jointly Provided Switched Access</i></b> calls <b><i>where both Parties are providing such service to an IXC</i></b> , and <b><i>Transit Service</i></b> calls <b><i>that</i></b> transit AT&T 9-STATE’s network from an originating Telecommunications carrier other than AT&T 9-STATE and terminating to a		It is inconsistent for AT&T to seek/claim a different default percentage of a given route than the shared facility percentage that may be in place between the parties for a given route. Sprint has edited to state a default percentage between the Parties of 50-50.  Specifically struck the 800 data base query charge – that is charge to IXC, not to interconnecting carrier.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>Telecommunications carrier other than AT&amp;T 9-STATE or the originating Telecommunications carrier. Subject to Sprint providing all necessary information, AT&amp;T 9-STATE agrees to participate in Meet Point Billing for <b><i>Transit Service</i></b> traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&amp;T 9-STATE. Traffic from a network which does not participate in Meet Point Billing will be delivered by AT&amp;T 9-STATE, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.</p> <p><b>7.2.2</b> Parties participating in Meet Point Billing with AT&amp;T 9-STATE are required to provide information necessary for AT&amp;T 9-STATE to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet</p>			

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			<p>Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), and (2) <b>a</b> Billing Interconnection Percentage. A default Billing Interconnection Percentage of <b>50%</b> AT&amp;T 9-STATE and <b>50%</b> Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint must support Meet Point Billing for all <b><i>Jointly Provided Switched Access</i></b> calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. AT&amp;T 9-STATE and Sprint acknowledge that the exchange of 1150 records will not be required.</p> <p><b>7.2.3</b> Meet Point Billing will be provided for <b><i>Transit Service</i></b> traffic which transits AT&amp;T 9-STATE's network at the <b><i>Tandem</i></b> level only. Parties desiring Meet Point Billing will subscribe to <b><i>Tandem level Interconnections</i></b> with AT&amp;T 9-STATE and will deliver all <b><i>Transit Service</i></b> traffic to AT&amp;T 9-STATE over such <b><i>Tandem level Interconnections</i></b>. Additionally,</p>			

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			<p>exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the <i>Tandem</i>, in which <i>Interconnection</i> occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. AT&amp;T 9-STATE and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.</p> <p><b>7.2.4</b> In a Meet Point Billing environment, when a party actually uses a service provided by AT&amp;T 9-STATE, and said party desires to participate in Meet Point Billing with AT&amp;T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&amp;T 9-STATE's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries) necessary to deliver certain types of</p>			

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			calls. Should Sprint desire to avoid such charges Sprint may perform the appropriate <b>LNP</b> data base query prior to delivery of such traffic to AT&T 9-STATE.  7.2.5 Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint compensating AT&T 9-STATE at the <b>Transit Service Rate</b> for <b>Sprint-originated Transit Service</b> traffic delivered to AT&T 9-STATE network, which terminates to a Third Party network. Meet Point Billing to IXCs for <b>Jointly Provided Switched Access</b> traffic will occur consistent with the most current MECAB billing guidelines.			
25.	What wireline-specific Percentage Interstate Usage, Percent Local Facility, Audit, Telephone Toll Service and Mutual Provision of Switched Access Service provisions are appropriate?  <i>See and cf;</i>	Attachment 3, Section 7.3	<b>7.3 CLEC Billing Related.</b>  <b>7.3.1 Percentage Interstate Usage.</b> In the case where Sprint, <b>as a CLEC</b> , desires to terminate its local traffic over or commingled on its <b>wireline entity's</b> Switched Access Feature Group D trunks, Sprint will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and		Sprint disagrees with various AT&T modifications/deletions. Sprint's edits and acceptances consist of:  - Sprint 7.3.1 <b>Percentage Interstate Usage</b> is original 6.2, as previously amended, with further slight revisions to expressly identify applicability to Sprint CLEC as indicated. The balance appears to be same language as proposed by AT&T;  - Sprint 7.3.2 <b>Percent Local</b>	

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	AT&T Wireless Attachment 3 DPL, which does not include this issue; and, Wireline Issue 14, 15, 20, 22 and 23. AT&T does not accurately depict Sprint's language in all cases.		terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXC's specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the		<p><b>Use</b> is original 6.3, as previously amended, which appears to be same language as proposed by AT&amp;T.</p> <p>- Sprint 7.3.3 <b>Percent Local Facility</b> is original 6.4, as previously amended. Sprint does not accept AT&amp;T edit to 6.4.</p> <p>- Sprint 7.3.4 <b>Audits</b> is original 6.5. Sprint does not accept edit to 6.5.</p> <p>- Sprint accepts AT&amp;T deletion of original 6.6, and original 6.7 is addressed above in section 7.2.</p> <p>- Sprint 7.3.5 <b>Compensation for CLEC Telephone Toll Service traffic</b> through 7.3.5.5 is original 6.8 through and including 6.8.5, edited as indicated to reflect correct usage of defined terms, but otherwise appears to be same language proposed by AT&amp;T.</p> <p>- Sprint <b>7.3.6 Mutual Provision of Switched Access Service for Sprint and AT&amp;T-9STATE</b> through and including 7.3.6.5 is the reinserted original 6.9 title and 7.3.6.1 through and including 7.3.6.5 is the reinserted original 6.9.2 through and including 6.9.6, edited to replace “BellSouth with AT&amp;T-9STATE.</p>	

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			<p>terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid.</p> <p><b>7.3.2 Percent Local Use.</b> AT&amp;T-9STATE and Sprint will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, AT&amp;T-9STATE and Sprint shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, AT&amp;T-9STATE and Sprint shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage</p>		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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			for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint with the calculated PLU factor for Sprints originated traffic for Sprint's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&amp;T-9STATE with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid.</p> <p><b>7.3.3 Percent Local Facility.</b> AT&amp;T-9STATE and Sprint will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched</p>			

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			<p>Dedicated Transport as specified in AT&amp;T-9STATE's Jurisdictional Factors Reporting Guide. By the first of January, April, July and October of each year, AT&amp;T-9STATE and Sprint shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in AT&amp;T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&amp;T-9STATE, as the terminating Party, will provide Sprint with the calculated PLF factor for Sprint's originated traffic for Sprints approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint will provide concurrence with such factor, which AT&amp;T-9STATE will then implement to determine the appropriate local usage</p>			

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			<p>compensation to be paid by Sprint. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&amp;T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to</p>			

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			<p>determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.</p> <p><b>7.3.4 Audits.</b> On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&amp;T-9STATE and Sprint shall retain records of call detail for a minimum of nine (9) months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for</p>			

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			<p>the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.</p> <p><b>7.3.5 Compensation for CLEC Telephone Toll Service traffic.</b></p> <p><b>7.3.5.1 CLEC Telephone Toll Service traffic.</b> For purposes of this Attachment, CLEC <b>Telephone Toll Service Traffic</b> is defined as any telecommunications call between Sprint and AT&amp;T-9STATE end users that originates and terminates in the same LATA and results in <b>Telephone Toll Service</b> charges being billed to the originating end user by the originating Party. Moreover, AT&amp;T-9STATE originated <b>Telephone Toll Service</b> will be delivered to Sprint using traditional Feature Group C non-equal access signaling.</p> <p><b>7.3.5.2 Compensation for CLEC Telephone Toll Service</b></p>			

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			<p>Traffic. For terminating its CLEC <b><i>Telephone Toll Service</i></b> traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.</p> <p><b>7.3.5.3</b> Compensation for CLEC 8XX Traffic. Each Party (AT&amp;T-9STATE and Sprint) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.</p> <p><b>7.3.5.4</b> Records for 8XX Billing. Each Party (AT&amp;T-9STATE and Sprint) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.</p> <p><b>7.3.5.5</b> 8XX Access Screening. AT&amp;T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&amp;T-9STATE 8XX SCP. Such interconnections shall be</p>			

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			<p>established pursuant to AT&amp;T-9STATE's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&amp;T-9STATE Local Signal Transfer Points serving the AT&amp;T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&amp;T-9STATE's Intrastate Access Services Tariff as amended.</p> <p><b>7.3.6 Mutual Provision of Switched Access Service for Sprint and AT&amp;T-9STATE</b></p> <p><b>7.3.6.1</b> When Sprint's end office switch, subtending the AT&amp;T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&amp;T-9STATE facilities, or via AT&amp;T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with</p>			

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			<p>the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.</p> <p><b>7.3.6.2</b> AT&amp;T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data</p>			

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			<p>which is lost or damaged by their company or any third party involved in processing or transporting data.</p> <p><b>7.3.6.3</b> AT&amp;T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.</p> <p><b>7.3.6.4</b> AT&amp;T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.</p> <p><b>7.3.6.5</b> The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any</p>			

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			differences concerning the findings thereof.			
26.	What OSS provisions should be included?  <i>See and cf:</i> AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.	Attachment 3, Section 8	<b>8. Operational Support Systems (OSS) Rates</b>  AT&T 9-STATE has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.  LENS    Local Exchange Navigation System EDI      Electronic Data Interface TAG Telecommunications Access Gateway  LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge.		RESOLVED.  This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
27.	What Pricing Sheet provisions are appropriate?  <i>See and cf;</i> AT&T Wireless Attachment 3 Issue 22 and Wireline Attachment 3 Issue 14.	Attachment 3 Pricing Sheet	<b>[State Name] PRICING SHEET</b>  <b><i>Unless expressly identified to be a “Negotiated” Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&amp;T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.</i></b>  <b><i>A. Interconnection Facility/Arrangements</i></b>		Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues.  Usage Rates: Sprint is willing to accept any of the following three mutually exclusive per Conversation MOU Usage Rate approaches as “Negotiated Rates” to avoid need for updated AT&T TELRIC studies:  1) All Authorized Services traffic	

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			<p><i>Rates will be provided at the lower of:</i></p> <ul style="list-style-type: none"> <li>- Existing Prices;</li> <li>- Negotiated Prices [TBD];</li> <li>- AT&amp;T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</li> <li>- AT&amp;T Tariff Prices at 35% reduction;</li> <li>- AT&amp;T TELRIC Prices [TBD]</li> </ul> <p><b>B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:</b></p> <ul style="list-style-type: none"> <li>- Negotiated Prices [TBD];</li> <li>- AT&amp;T Prices provided to a Third Party Telecommunications carrier [unknown at this time];</li> <li>- AT&amp;T TELRIC Prices [TBD]</li> </ul> <p><i>Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:</i></p> <p><b>1) Wireless:</b></p>		<p>at same Rate: No Rate – Bill and Keep; and, Transit Service Rate \$0.00035</p> <p style="text-align: center;">- OR –</p> <p>2) All Authorized Services traffic at same Rate: \$0.0007 Tandem/\$0.00035 End Office; and, Transit Service Rate \$0.00035</p> <p style="text-align: center;">- OR –</p> <p>3) A. Wireless:</p> <ul style="list-style-type: none"> <li>- IntraMTA Rates: <ul style="list-style-type: none"> <li>Type 2A: \$0.0007</li> <li>Type 2B: \$0.00035</li> </ul> </li> <li>- Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): \$0.0014;</li> <li>- Land-to-Mobile Terminating InterMTA Factor: 2%;</li> </ul> <p>B. Wireline</p> <ul style="list-style-type: none"> <li>- Telephone Exchange Service Rate: \$0.0007;</li> <li>- Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate;</li> </ul> <p>C. Either Wireless or Wireline:</p> <ul style="list-style-type: none"> <li>- Information Services Rate: No Rate - Bill and Keep;</li> <li>- Interconnected VoIP Rate: No Rate - Bill and Keep; and,</li> <li>- Transit Service Rate: \$0.00035</li> </ul>	

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			<p>- <i>IntraMTA Rates:</i>  <i>Type 2A: [TBD*]</i>  <i>Type 2B: [TBD*]</i></p> <p>- <i>Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*]</i></p> <p>- <i>Land-to-Mobile Terminating InterMTA Factor: 2%</i></p> <p>2) Wireline:</p> <p>- <i>Telephone Exchange Service Rate: [TBD*]</i></p> <p>- <i>Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate</i></p> <p>3) <i>As to following type of traffic, whether wireless or wireline traffic:</i></p> <p>- <i>Information Services Rate: .0007</i></p> <p>- <i>Interconnected VoIP Rate: Bill &amp; Keep until otherwise determined by the FCC.</i></p> <p>- <i>Transit Service Rate: [TBD*]</i></p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
28.	New AT&T Wireline DPL Issue 19:	Attachment 3 – Network Interconnection – Part B –		<u>6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with</u>	It is improper for AT&T to seek indemnification from Sprint on this issue. Any compensation paid by AT&T to a third party for Sprint originated traffic would	Yes. Inter-carrier compensation is the obligation of the originating and terminating carriers and should be handled

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	Should the interconnection agreement set forth Sprint's obligations with respect to intercarrier compensation on Sprint's traffic routed to/from Third Parties?	Section 6.1a.5		<u>whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&amp;T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&amp;T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&amp;T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&amp;T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&amp;T-9STATE</u>	presumably be the direct result of AT&T's own actions in deciding and making inappropriate payments to third parties,	directly between those carriers.

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				<u>may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</u>		
	<b>Attachment 4 Collocation</b>					
	Is “Attachment 4 - Collocation” as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?	Attachment 4			Tentative agreement to accept Attachment 4 as to both Sprint wireless and wireline entities.	
	<b>Attachment 5 Local Number Portability and Numbering</b>					
	Is “Attachment 5 Local Number Portability and Numbering” as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?  <i>See and cf;</i> AT&T Wireless Attachment 5 Issue 1 and	Attachment 5	See previously provided redlines.		Sprint has provided Attachment 5 redlines; and, the parties continue to work on the language and may be able to reach resolution.	

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	Wireline Attachment 5 Issue 1.					
	<b>Attachment 6 Ordering</b>					
	What should be the Attachment 6 Ordering provisions?  <i>See and cf; AT&amp;T Wireline Attachment 6 Issue 1.</i>	Attachment 6			Tentative agreement to delete Attachment 6 as to Sprint wireless; Sprint wireline provided redlines and believes there may be tentative resolution.  In SC and MS, show section 2.2 language as closed, but still shown in dispute in LA contract.	
	<b>Attachment 7 Billing</b>					
1.	What should be the Attachment 7 Billing provisions?  Is “Attachment 7- Billing” as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?  <i>See and cf; AT&amp;T Wireless Attachment 7 Issues 1, 2, 3, 4,</i>	Attachment 7, Section 1	<b>1.0 Billing and Payment of Charges</b>  <b>1.1 <i>Unless otherwise stated, each Party will render monthly bill(s) and pay in full for undisputed billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule</i></b>  <b>1.2 Invoices</b>  <b>1.2.1 <i>Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing</i></b>		The Parties have only recently reached tentative agreement as to some provisions of Attachment 7, and the same remain open subject to further review. Throughout AT&T Attachment 7 documentation, the formatting does not accurately depict the parties respective language, or that which is actually accepted (these inaccuracies primarily occur in the AT&T wireless documentation).  Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	5, 6, 7[AT&T Proposed an improper billing mechanism for Shared Facility Cost], 8, 10, 11, and Wireline Attachment 7 Issue 1, 2, 3, 4, 5, 6, 7, 8, 10,		<p><b><i>Forum (OBF) for billed Authorized Services.</i></b></p> <p><b><i>1.2.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party</i></b></p> <p><b><i>1.2.3 Invoices between the Parties shall include, but not be limited to the following pertinent information:</i></b></p> <p><b><i>Identification of the monthly bill period (from and through dates)</i></b>  <b><i>Current charges</i></b>  <b><i>Past due balance</i></b>  <b><i>Adjustments</i></b>  <b><i>Credits</i></b>  <b><i>Late payment charges</i></b>  <b><i>Payments</i></b>  <b><i>Contact telephone number for billing inquiries</i></b></p> <p><b><i>1.2.4 Invoices between the Parties will be provided on mechanized format and will be the primary bill, unless a paper bill is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.</i></b></p>		If two separate ICAs are used, the section 1.11 provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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			<p>1.2.5 <i><b>Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.</b></i></p> <p>1.2.6 <i><b>Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call.</b></i></p> <p>1.2.7 <i><b>Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.</b></i></p> <p>1.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.</p> <p>1.3.1 <i><b>If any portion of the payment is not received by</b></i></p>			

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			<p><i>the Billing Party on or before the Bill Due Date as set forth above, or if any portion of the payment is received by the Billing Party in funds that are not immediately available, then a late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the Billed Party may be charged</i></p>			

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			<p><i>a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.</i></p> <p><i>1.4 Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than five (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.</i></p> <p><i>1.5 Payment is considered to have been made when an Electronic Funds Transfers (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.</i></p> <p><i>1.6 The Parties shall make all payments via EFTs through the Automated Clearing House Association (ACH) to the financial institution designated by each Party. -The BAN on which payment is being</i></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>made will be communicated together with the funds transfer via the ACH network. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Party is not liable for any delays in receipt of funds or errors in entries caused Third Parties, including the Party's financial institution. Each Party is responsible for its own banking fees.</i></p> <p><i>1.7 As of the effective date of this Agreement, the Parties have already established EFT arrangements between the Parties.</i></p> <p><i>1.8 If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all</i></p>			

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			<p><i>undisputed amounts to the Billing Party.</i></p> <p>1.9 <i>Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary.</i></p> <p>1.10 <i>Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees</i></p>			

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			<p><i>associated with the services provided to the end user of Sprint.</i></p> <p><i>Wireline specific:</i></p> <p><i>1.11 AT&amp;T-9STATE will bill the Sprint CLEC entity in advance charges for all resold services to be provided during the ensuing billing period except charges associated with applicable resold service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&amp;T-9STATE will also bill CLEC, and CLEC will be responsible for and remit to ATT-9STATE, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunication relay charges (TRS), and franchise fees.</i></p> <p><i>1.11.1 With respect to services resold by CLEC, any switched access charge associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, AT&amp;T-9STATE. No additional</i></p>			

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			<p>charges are to be assessed to CLEC.</p> <p><b>1.11.2</b> AT&amp;T-9STATE will not perform billing and collection services for CLEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within <b>AT&amp;T-9STATE</b>.</p> <p><b>1.11.3</b> Pursuant to 47 CFR Section 51.617, for resold lines AT&amp;T-9STATE will bill CLEC end user common line charges identical to the end user common line charges AT&amp;T-9STATE bills its end users.</p>			
2.	See and cf; AT&T Wireless Attachment 7 Issues 13, 14, 15, and 17 and Wireline Attachment 7 Issues 12 and 13.	Attachment 7, Section 2	<p><b>2.0 Nonpayment and Procedures for Disconnection</b></p> <p><b>2.1 <i>Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.</i></b></p> <p><b>2.2 <i>Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution Section provision set forth in Section 3.0 below.</i></b></p> <p><b>2.3 <i>Limitation on Back-</i></b></p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<p><i><b>billing</b></i></p> <p>2.3.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:</p> <p><u>Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the six (6) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing</u></p>			

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			<u>herein shall prohibit either Party from rendering bills or collecting for any interconnection products and/or services more than six (6) months after the interconnection products and/or services was provided when the ability or right to charge or the proper charge for the interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) six (6) months from the date of the final order allowing or approving such charge</u>			
3.	See and cf; AT&T Wireless Attachment 7 Issue 16, 18 and Wireline Attachment 7 Issue 14.	Attachment 7, Section 3	<p><b>3.0 Dispute Resolution</b></p> <p><b>3.1</b> A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by <i>the Billing Party</i>. The dispute must be clearly explained by <i>the Disputing Party</i> and supported by written documentation from <i>the Disputing Party</i>, which clearly</p>		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			<p>shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by <b><i>the Disputing Party</i></b> until the dispute is resolved. Claims by <b><i>the Parties</i></b> for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved <b><i>the Disputing Party</i></b> will make immediate payment on any of the disputed amount owed to <b><i>the Billing Party</i></b> or <b><i>the Billing Party</i></b> shall have the right to pursue normal treatment procedures. Any credits due to <b><i>the Disputing Party</i></b>, pursuant to the Bona Fide Dispute, will be applied to the <b><i>Disputing Party's</i></b> account by <b><i>the Billing Party</i></b> immediately upon resolution of the dispute.</p> <p>3.2 Where the Parties have not</p>			

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			<p>agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.</p> <p>3.3 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If <b>the Billing Party</b> rejects <b>the Disputing Party's</b> Bona Fide Billing Dispute, <b>the Billing Party</b> assumes the responsibility to provide <b>the Disputing Party</b> with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:</p> <p>3.3.1 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the</p>			

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			<p>respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.</p> <p>3.3.2 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.</p> <p>3.3.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the <b>Bona Fide</b> Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. <b>The Billing Party</b> shall only assess interest on</p>			

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			previously assessed late payment charges in a state where it has authority pursuant to its tariffs.			
4.	See and cf; AT&T Wireline Attachment 7 Issue 15.	Attachment 7, Section 4	<b>Audits and Examinations</b>  <i>Audits and examinations related to billing will be conducted in accordance with the audit provisions of the General Terms and Conditions of this Agreement.</i>		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
5.	See and cf; AT&T Wireline Attachment 7 Issue 17, 18, and 19.	Attachment 7, Section 5	<b>5.0 CLEC Specific - Daily Usage File</b>  <i>5.1 Upon written request from the Sprint CLEC entity, AT&amp;T-9STATE will provide CLEC a Daily Usage File (DUF) for Resale Services provided hereunder. A DUF will be provided by AT&amp;T-9STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both</i>		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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			<p><b><i>Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with Resale Services to the extent that similar usage sensitive information is provided to retail End Users of AT&amp;T-9STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&amp;T-9STATE in connection with Resale Services provided by AT&amp;T-9STATE, and (iii) operator handled calls provided by AT&amp;T-9STATE.</i></b></p> <p><b>5.2 General Provisions</b></p> <p>5.2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.</p> <p>5.2.2 File transmission for DUF is requested by each</p>			

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			<p>unique State and OCN combination. CLEC must provide to AT&amp;T-9STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.</p> <p>5.2.3 AT&amp;T-9STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under “Electronic Billing Information Data (Daily Usage) per message”, “Provision of Message Detail a.k.a. Daily Usage File (DUF), “FB-CLEC Operator Recording (Daily Usage) per message”, and “Daily Usage File (DUF) Data Transmission, per Message. “There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines.</p> <p>5.2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users’ lines provided by AT&amp;T-9STATE through Resale will be forwarded to CLEC as rated call detail on the DUF.</p>			

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			<p>5.2.5 Interexchange call detail on Resale Services that is forwarded to AT&amp;T-9STATE for billing, which would otherwise be processed by AT&amp;T-9STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&amp;T-9STATE records the message.</p> <p>5.2.6 Where CLEC is operating its own switch-based service and has contracted with AT&amp;T-9STATE to provide operator services, upon written request from CLEC, AT&amp;T-9STATE will provide CLEC a DUF for operator handled calls handled by AT&amp;T-9STATE.</p> <p><b>5.3 Recording Failures</b></p> <p><b>5.3.1 When Sprint message data are lost, damaged, or</b></p>			

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			<p><i>destroyed as a result of AT&amp;T-9STATE error or omission when either Party is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law. The Parties will mutually agree to the amount of estimated Sprint revenue in accordance in this Section 5.3.2 and AT&amp;T-9STATE shall compensate Sprint for this lost revenue.</i></p> <p><b>5.3.2 Material Loss</b></p> <p><b><i>5.3.2.1 AT&amp;T-9STATE shall review its daily controls to determine if data has been lost. AT&amp;T-9STATE shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by AT&amp;T-9STATE to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and</i></b></p>			

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			<p><i>minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.</i></p> <p><b>5.3.2.2 From message and minute volume reports for the Party experiencing the loss, AT&amp;T-9STATE shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. AT&amp;T-9STATE shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.</b></p> <p><b>5.3.2.2.1 Exceptions:</b></p> <p><b><i>a) If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.</i></b></p>			

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			<p><i>b) If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother’s Day), use volumes from the preceding and following Sunday.</i></p> <p><i>c). If the call or usage data lost represents calls or usage on Mother’s Day or Christmas, use volumes from that day in the preceding year (if available).</i></p> <p><i>d). In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.</i></p>			
6.	See and cf; AT&T Wireline Attachment 7 Issues 16, 20 and 21.	Attachment 7, Section 4	<p><b>6.0 CLEC Specific - Recording</b></p> <p>6.1 Responsibilities of the Parties</p> <p><b>6.1.1 AT&amp;T-9STATE will record all Telephone Toll Service messages carried over Interconnection Facilities that are available</b></p>		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>to AT&amp;T-9STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&amp;T-9STATE-provided equipment or operators will not be recorded. The Recording equipment will be provided at locations selected by AT&amp;T-9STATE.</i></p> <p><b>6.1.2 AT&amp;T-9STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for telephone toll service messages recorded by AT&amp;T-9STATE.</b></p> <p>6.1.3 <b>AT&amp;T-9STATE</b> will provide AURs that are generated by <b>AT&amp;T-9STATE</b>.</p> <p><b>6.1.4 Assembly and Editing will be performed on all telephone toll service messages recorded by AT&amp;T-9STATE.</b></p> <p>6.1.5 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location.</p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><b><i>6.1.6 AT&amp;T-9STATE will provide message detail to the Sprint CLEC entity in data files, (a Secure File Transfer Protocol or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the Sprint CLEC entity to receive End User billable Records, Sprint may be required to obtain CMDS Hosting service from AT&amp;T or another CMDS Hosting service provider.</i></b></p> <p><b><i>6.1.7 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&amp;T-9STATE reserves the right to limit the frequency of transmission to existing AT&amp;T-9STATE processing and work schedules, holidays, etc.</i></b></p> <p><b><i>6.2 The Recording Party will determine the number of data files required to provide the AUR detail to</i></b></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><i>the receiving Party.</i></p> <p><b><i>6.2.1 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of the sending Party will not be recovered and made available to the receiving Party except on an individual case basis at a reasonable cost determined by the Recording Party.</i></b></p> <p><b><i>6.2.2 When AT&amp;T-9STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&amp;T-9STATE may forward those messages to CLEC or designated CMD5 Hosting service provider.</i></b></p> <p><b><i>6.2.3 AT&amp;T-9STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.</i></b></p> <p><b><i>6.2.4 When CLEC is the Recording Company, CLEC agrees to provide its recorded telephone toll service message detail to AT&amp;T-9STATE per MECAB guidelines.</i></b></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p>6.2.5 <i>To the extent telephone toll service message detail records are exchanged over NDM facilities, the cost of such facilities will be equally shared.</i></p> <p>6.3 Basis of Compensation</p> <p>6.3.1 <i>The Recording Company Party, agrees to provide EMI recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs in accordance with this Section on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.</i></p> <p>6.4 Limitation of Liability</p> <p>6.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement.</p> <p>6.4.2 <i>Except as otherwise provided herein, neither Party shall be liable to the</i></p>			

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.



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			<p><i>other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Section where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.</i></p> <p>6.4.3 <i>When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data, at no charge, must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company will retrieve and provide requested records up to twenty-four (24) months</i></p>			

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			<p><b><i>back on an individual case basis at a reasonable cost determined by the Recording Party.</i></b></p> <p>6.4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data</p>			
7.	<p>Can AT&amp;T require escrow provisions?</p> <p><u>AT&amp;T wireless Issue 4/see also wireline issue 9, although not stated exactly the same in both AT&amp;T locations:</u> What is the appropriate language to address escrow provisions?</p> <p><i>See and cf;</i> AT&amp;T Wireless Attachment 7 Issue 12 and 13 and Wireline Attachment 7 Issues 9 and 11.</p>	Attachment 7			No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit which unduly ties-up competing carrier's capital as a means to alter the status quo while a dispute is pending. If AT&T is concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.	
	<b>Attachment 8</b>					

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	<b>Structure Access</b>					
					<p>Tentative agreement to accept Attachment 8 as to Sprint wireless and Sprint wireline.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.</p>	
	<b>Attachment 9 Performance Measurements</b>					
	<p>What should be the “Performance Measurements” provisions?</p> <p>Should these Attachments which relate only to CLEC interconnection be deleted from this interconnection agreement since it is a wireless interconnection agreement?</p>	Attachment 9	<p><b>1.0 General Provisions</b></p> <p><b>1.1</b> The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&amp;T-STATE is limited to providing any particular manner of access. The Parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission decisions/regulations, and within this Agreement.</p>		<p>Sprint does not object to Attachment 9 being made specifically applicable as between AT&amp;T and the Sprint CLEC entity. The only part of AT&amp;T’s paragraph 1.2 that Sprint agrees to is the first sentence; and, Sprint does not agree with the unilateral nature or limited scope of AT&amp;T’s section 1.3.</p> <p>This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.</p>	

Sprint proposed language: Sprint “plain text” language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint “***bold italics***” language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			<p><b>1.2</b> AT&amp;T-9STATE’s implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plans(s), the Plan(s) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance.</p> <p><b>1.3</b> Nothing herein shall be interpreted to be a waiver of <i>either party’s</i> right to argue and contend in any forum, in the future, that Sections 251 and 252 of the <b>Act does or does</b> not impose any duty or legal obligation to negotiate, mediate or arbitrate a self-executing liquidated damages or remedy plan, <b>or the applicability of such a remedy plan to wireless carriers.</b></p> <p><b>2.0 Region-Specific Provisions</b></p> <p><b>2.1.1</b> Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are</p>			

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			incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation of AT’&T SOUTHEAST REGION 9-STATE pursuant to Commission order.			
	<b>Attachment 10 Implementation Template</b>					
					Tentative agreement to delete Attachment 10 template as to both Sprint wireless and Sprint wireline.	
	<b>Attachment 11 Disaster Recovery Plan</b>					
					Tentative agreement to delete Attachment 11 as to both Sprint wireless and Sprint wireline.	
	<b>Attachment 12 911/E911</b>					
	What should be the Attachment 12 911 provisions?  Is “Attachment 12 – 911/E911” as proposed by AT&T from its	Attachment 12 911	See previously provided redlines.		Sprint has provided Attachment 12 wireless/wireline redlines to which AT&T has responded, but AT&T has been unable to schedule a call due to SME unavailability.	

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	current standard wireless Interconnection agreement the appropriate language?					

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